State: Arkansas Filing Company: Pacific Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: P12PPC

Project Name/Number: /

# Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: P12PPC State: Arkansas

TOI: L09I Individual Life - Flexible Premium Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

Date Submitted: 12/20/2012

SERFF Tr Num: PALD-128819904

SERFF Status: Closed-Approved-Closed

State Tr Num:

State Status: Approved-Closed

Co Tr Num: P12PPC

Implementation On Approval

Date Requested:

Author(s): Greg Guzman

Reviewer(s): Linda Bird (primary)

Disposition Date: 01/03/2013

Disposition Status: Approved-Closed

Implementation Date:

State Filing Description:

State: Arkansas Filing Company: Pacific Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: P12PPC

Project Name/Number: /

## **General Information**

Project Name: Status of Filing in Domicile:
Project Number: Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type:

Submission Type: New Submission Overall Rate Impact:

Filing Status Changed: 01/03/2013

State Status Changed: 01/03/2013 Deemer Date:

Created By: Greg Guzman Submitted By: Greg Guzman

Corresponding Filing Tracking Number: PALD-128807515

Filing Description:

Re: Individual Life Insurance Filing

Life Form

P12PPC Flexible Premium Adjustable Life Insurance

We are submitting the above referenced individual (non-group) life insurance form in final print for your approval. The life policy is new forms which does not replace any previously approved forms. Policy form P12PPC is a flexible premium universal life policy, it is combined with riders R12ABR, an accelerated death benefit rider with an LTC trigger and R12EBR, which provides LTC benefits. The riders are currently under review under SERFF Tracking # PALD-128807515.

Provided below is a description of the submitted form:

P12PPC- Flexible Premium Adjustable Life Insurance

Policy Form P12PPC is a flexible premium universal life policy which is intended to be funded with a single premium, while allowing additional premium payments up to age 95. The single premium required at issue is sufficient to keep the policy in force through the lifetime of the insured, without the need for additional premium. There is also a return of premium feature which applies to the required single premium as well as the Long-Term Care rider premiums.

If additional premiums are paid after issuing the policy, these will be added to the Accumulated Value unless doing so would result in the policy becoming a Modified Endowment Contract, in which case the additional premium would be returned. Any transaction triggering a Modified Endowment Contract will not affect the riders offered with the policy nor will it affect the policy's Return of Premium feature, aside from the excess premium returned.

The Return of Premium feature is an important aspect of the sale acting as both a surrender benefit and a death benefit. The latter is called the Limited Refund on Death, and is provided when the Return of Premium exceeds the death benefit.

Because utilization of Long-Term Care benefits reduces the death benefit over time, a Residual Death Benefit is provided. This is the lesser of \$5,000 or 5% of the initial face amount.

Additionally, there is a return of premium feature. An accelerated living benefit (Terminal Illness Benefit) feature is built into the policy.

Supporting Documentation

State: Arkansas Filing Company: Pacific Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: P12PPC

Project Name/Number: /

We are submitting the following forms on an informational basis: Pacific PremierCare Ticket, the life replacement notices, a personal worksheet and the Terminal Illness Benefit Payment Notice.

#### Associated Forms

The following forms have been previously approved by Arkansas on 12/15/2011, SERFF Tracking Number PALD-127383193, and will be used with the new forms submitted within this filing:

- E11LRD, Limited Refund on Death Endorsement
- A11PPC, Application for Pacific PremierCare for Individual Life Insurance with LTC Benefits
- A11SOH, Statement of Good Health and Insurability
- A11TIA, Pacific PremierCare Temporary Insurance Agreement
- A11AVI, Aviation Questionnaire
- A11AVO, Avocation Questionnaire
- A11TFU, Foreign Residence and Travel Questionnaire-Future
- R11AVT, Aviation Exclusion Rider

Additional Information Pertaining to this Submission

- An actuarial memorandum and certifications are included in this filing.
- Rate schedules and sample mortality and morbidity assumptions are included in this filling.
- A Readability Certification is included in this filing.
- A Statement of Variability is enclosed.
- Issue Ages are 30-75. Minimum issue amount is \$25,000.
- This form will be marketed through our licensed agents. The target release is 2/1/13, or upon approval.
- This policy is issued on a sex-distinct basis and will not be issued in any employer-employee situation subject to the Norris decision and/or title VII of the Civil Rights Act of 1964 with unisex rates.
- The form will not be illustrated, therefore a Statement of Policy Cost and Benefit Information (Illustrative Quote) that reflects guaranteed values will be provided to each proposed insured.
- We certify we will issue a Supplemental Schedule of Coverage if any withdrawals cause a face amount decrease.

To the best of my knowledge and belief this filing complies with Arkansas' laws and regulations. If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-6416, extension 8483 or by e-mail, LifeProductCompliance@pacificlife.com.

Sincerely,

Greg Guzman

Senior Analyst, Product Compliance

# **Company and Contact**

## **Filing Contact Information**

Greg Guzman, Senior Compliance Analyst greg.guzman@pacificlife.com 45 Enterprise 800-800-7681 [Phone] 8483 [Ext]

Aliso Viejo, CA 92656

Filing Company: State: Arkansas Pacific Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

**Product Name:** P12PPC Project Name/Number: /

**Filing Company Information** 

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska

Group Code: 709 45 Enterprise Drive Company Type: Aliso Viejo, CA 92656 Group Name: State ID Number:

(949) 420-7080 ext. [Phone] FEIN Number: 95-1079000

**Filing Fees** 

Retaliatory?

Yes Fee Required? \$50.00 Fee Amount: No

\$50 for the form included in the Form Schedule Fee Explanation:

No Per Company:

Company Amount **Date Processed** Transaction # \$50.00 12/20/2012 65937026 Pacific Life Insurance Company

State: Arkansas Filing Company: Pacific Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

**Product Name:** P12PPC

Project Name/Number: /

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/03/2013	01/03/2013

 State:
 Arkansas

 Filing Company:
 Pacific Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

**Product Name:** P12PPC

Project Name/Number: /

# **Disposition**

Disposition Date: 01/03/2013

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	LTC Ticket		Yes
Supporting Document	Life Replacement Notice		Yes
Supporting Document	Statement of Numerical Information, Terminal III. Bene. Pay. Notice		Yes
Supporting Document	LTC Personal Worksheet		Yes
Supporting Document	Authorization Forms		Yes
Supporting Document	Complaint & Guaranty Association Notices		Yes
Supporting Document	Certification		Yes
Form	Flexible Premium Adjustable Life Insurance		Yes

 State:
 Arkansas

 Filing Company:
 Pacific Life Insurance Company

**TOI/Sub-TOI:** L09/ Individual Life - Flexible Premium Adjustable Life/L09/.001 Single Life

**Product Name:** P12PPC

Project Name/Number: /

## **Form Schedule**

Lead Form Number: P12PPC								
Item	Schedule Item	Form	Form	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Type	Action	Data	Score	Attachments
1		Flexible Premium Adjustable Life Insurance	P12PPC	POL	Initial		53.300	P12PPC AR.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
отн	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



Pacific Life Insurance Company • [45 Enterprise • Aliso Viejo, CA 92656] [www.PacificLife.com (800) 347-7787]

**READ YOUR POLICY CAREFULLY.** This is a legal contract between you, the Owner, and us, Pacific Life Insurance Company, a stock insurance company. We agree to pay the benefits of this policy ("Policy") according to its provisions. The consideration for this policy is the Application for it, a copy of which is attached, and payment of the initial premium.

The method for determining the Death Benefit is described in the Death Benefit section of this policy. The amount of the Death Benefit may decrease as a result of withdrawals or paid policy or rider benefits.

Benefits as specified under this policy will be reduced upon receipt of an accelerated death benefit. We recommend you contact a qualified tax advisor about the tax status of an accelerated death benefit payment.

Premiums are flexible, subject to minimums required to keep the policy In Force. It is possible that, due to loans against the policy Accumulated Value, the policy may not continue In Force; that is, it may lapse before any Death Benefit is payable on the death of the Insured.

Signed for Pacific Life Insurance Company,

Chairman and Chief Executive Officer

Secretary

# FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

- Death Benefit Payable On The Death Of The Insured
- Net Cash Surrender Value Payable Upon Surrender
- Adjustable Face Amount
- Non-Participating
- Terminal Illness Benefit (Accelerated Death Benefit)

Insured: [Jane Doe]
Owner: [Leland Stanford]
Policy Number: [LTC6999990]
Policy Date: [February 1, 2013]

[STATE] Department of Insurance: [(XXX) XXX-XXXX]

**Free Look Right** – The Owner has 30 days from the day the policy and any riders are received to examine and return them to us if the Owner decides not to keep them. The Owner does not have to tell us the reason for returning the policy and riders. The policy and riders can be returned to us at our Administrative Office or to the Producer through whom they were bought. We will refund, directly to the payer, the full amount of any premium paid within 30 days of such a return and the policy and any riders will be void from the start.

P12PPC [PPCA AR]

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P12PPC Page 2

#### **POLICY SPECIFICATIONS**

## Summary of Coverages Effective on the Policy Date

P12PPC Flexible Premium Adjustable Life Insurance (Life Coverage)

R12ABR Accelerated Benefit Rider ("ABR") for Long-Term Care

[R12EBR Extended Benefit Rider ("EBR") for Long-Term Care]

Life Policy: Flexible Premium Adjustable Life Insurance

Insured: [Jane Doe]
Owner: [Leland Stanford]
Policy Date: [February 1, 2013]
Sex And Age: [Female 35]

Risk Class: [Nonsmoker] [with Couples Discount]

Death Benefit Qualification Test: Cash Value Accumulation Test

Net Amount at Risk Factor: [1.0028709]

[This Policy Is a Modified Endowment Contract]

[7 Pay Premium: \$737.80]

Guaranteed Annual Interest Rate: [3.50%]
Maximum Premium Load Rate: [4.00%]

Minimum Face Amount: [\$25,000.00]

Monthly Deduction End Date: Policy Anniversary When the Insured Attains Age 95

**Surrender Charge** 

Initial Amount: [\$378.50]
Level Period: [5] Years
Reduction Factor: [\$75.70]
Surrender Charge Period: [10] Years

**Maximum Monthly Coverage Charge** 

Years 1 -10: [\$9.25] Year 11 +: [\$0.00]

P12PPC Page 3.0

## **Summary of Values Effective on the Policy Date**

Death Proceeds (Before Minimum Death Benefit)	Benefit Amount
Face Amount (Life Coverage):	[\$25,000.00]
Death Proceeds:	[\$25,000.00]

Coverage Type	Premium Amount
Life Coverage:	[\$6,707.00]
Accelerated Benefit Rider (ABR):	[\$3,007.75]
[Extended Benefit Rider (EBR):]	[\$1,999.00]
Total Premium:	[\$11,713.75]
Return of Premium Benefit:	[\$11,713.75]

	Elected	
Long-Term Care Benefit Limits	Benefit Duration	Benefit Amount
Maximum ABR Benefit Limit:	[2 Years]	[\$25,000.00]
[Maximum EBR Benefit Limit:]	[4 Years]	[\$50,000.00]
[Minimum Inflation Benefit Option:]		[\$5,625.00]
Total Long-Term Care Benefit:	[6 Years]	[\$80,625.00]

Monthly Maximum ABR [and EBR] Benefit Amount: [\$1,041.67] Inflation Benefit Option for ABR [and EBR]: [Rejected] [3% Simple]

Long-Term Care Benefits	Elimination Period
Alternative Care Benefit:	[0 ] Days
Assisted Living Facility Benefit:	[90] Days
Care Coordination Benefit:	[0] Days
Caregiver Training Benefit:	[0] Days
Home and Community Care Benefit:	[0] Days
International Benefit:	[90] Days
Non-Continual Alternative Care Benefit:	[0] Days
Nursing Home Benefit:	[90] Days

**Non-Continual Alternative Care Benefit Lifetime Maximum** – Lesser of \$[5,000] or Monthly Maximum ABR Benefit Amount at time of policy issue while covered under ABR [and EBR].

**Caregiver Training Benefit Lifetime Maximum** – \$[1,000] for the Caregiver Training Benefit while covered under ABR [and EBR].

For questions about your policy or to discuss policy and rider benefits, you may contact us at our Administrative Office at (800) 347-7787 or at www.PacificLife.com.

P12PPC Page 3.1

## TABLE OF COST OF INSURANCE RATES

## FOR LIFE COVERAGE

INSURED: [JANE DOE]

MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1000.00 OF NET AMOUNT AT RISK APPLICABLE TO THIS COVERAGE.

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
YEAR  [1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	0.07670 0.08250 0.08750 0.09170 0.09670 0.10260 0.10920 0.11670 0.12590 0.13680 0.14930 0.16430 0.18180 0.20110 0.22280 0.24700 0.27460 0.30550 0.33810 0.37240 0.41180 0.45450 0.49970 0.54660 0.59440 0.64480 0.70020 0.75900 0.82120 0.88930 0.96510 1.04770 1.13960 1.24180		
35 36	1.35340 1.47950		
37	1.62360		
38 39	1.78150 1.95420		
40	2.14600		
41	2.35700		
42	2.58910		
43	2.84660		
44	3.12830		

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#### **DEFINITIONS**

In this section, we define certain terms used throughout this policy. Other terms may be defined in other parts of the policy. Defined terms are usually capitalized to provide emphasis.

**Accumulated Value** – is the sum of Net Premiums and credited interest less withdrawals, monthly deductions, and any reductions due to the Terminal Illness Benefit Payment or benefit payments under a rider. See the Accumulated Value and Policy Loan sections for details.

**Administrative Office** – is the office that administers your policy. The mailing address of the Administrative Office at the time you applied for this policy is shown in the heading of the Application. If the address changes, we will send you written notice of the new address.

**Age** – means the age as of the Insured's birthday prior to the Policy Date, increased by the number of complete policy years elapsed.

**Application** – consists of the application for this policy, including any Statement of Good Health and Insurability, amendments, endorsements, and any application for reinstatement.

**Class** – is used in determining Policy Charges and interest credited, and depends on a number of factors, including (but not limited to) the Death Benefit, Face Amount, Policy Date, policy duration, the Insured's Age and Risk Class and the presence of optional riders and benefits.

**Code** – is the U.S. Internal Revenue Code of 1986, as amended.

**Evidence of Insurability** – is information, including medical information, that is used to determine insurability and the Insured's Risk Class, subject to our approval.

**Face Amount** – is the Face Amount of Life Coverage as shown in the Policy Specifications.

**Insured** – is the person insured under this policy, as shown in the Policy Specifications.

**In Force** – means a policy is in effect and provides a Death Benefit or Residual Death Benefit on the Insured.

**Life Coverage** – is insurance coverage on the Insured provided by this policy as shown in the Policy Specifications, rather than coverage provided by rider.

**Monthly Deduction End Date** – is shown in the Policy Specifications and is the date when Monthly Deductions end.

**Monthly Payment Date** – is the same day in each month as the Policy Date and is the date on which certain Policy Charges are deducted from the Accumulated Value. The first Monthly Payment Date is the Policy Date.

Net Accumulated Value - is the Accumulated Value less any Policy Debt.

Net Amount at Risk – is the difference between the Death Benefit and the Accumulated Value.

**Net Premium** – is the premium we receive for Life Coverage reduced by any Premium Load.

Owner, you, or your – refers to the Owner of this policy.

**Policy Date** – is shown in the Policy Specifications and means the date the policy and associated riders become effective. Policy and rider months, quarters, years and anniversaries are measured from this date.

**Policy Debt** – is the sum of the Loan Account and accrued Loan Interest charged, as described in the Policy Loans section.

**Policy Specifications** – is a section of the policy that shows information specific to your policy.

**Risk Class** – is used in determining Policy Charges and is determined by us during the underwriting process. Risk Class depends on the Insured's gender, health, tobacco use, and other factors. The Risk Class of the Insured is shown in the Policy Specifications. Risk Class may also be referred to as Risk Classification.

**We, our, ours, and us –** refers to Pacific Life Insurance Company.

**Written Request** – is your signed request in writing, or on a form we provide, and received by us at our Administrative Office, containing information we need to act on the request.

#### **DEATH BENEFIT**

**When the Policy is In Force** – This policy is In Force as of the Policy Date, subject to your acceptance of the delivered policy and payment of the initial premium. The policy remains In Force until the earliest of the following:

- Surrender, as described in the Surrender and Withdrawal of Values section;
- Lapse, as described in the Policy Lapse and Reinstatement section; or
- The death of the Insured.

Coverage under this policy will be reduced by any decreases in Face Amount, as described in later sections of this policy or riders attached to this policy.

**Death Benefit** – This policy provides a Death Benefit on the death of the Insured while this policy is In Force. This section describes how the Death Benefit is calculated. The Death Benefit is the larger of:

- The Face Amount reflecting any reductions as a result of withdrawals, any Terminal Illness Benefit Payment, or any rider benefits paid; or
- The Minimum Death Benefit according to the Cash Value Accumulation Test.

The Death Benefit as calculated above is subject to any increase required by the minimum death benefit provisions set out in General Provisions to satisfy certain federal tax qualification requirements.

**Death Benefit Qualification Test** – In order for your policy to qualify as a life insurance contract under the Code, it must at all relevant times satisfy the Cash Value Accumulation Test. The policy provides a Minimum Death Benefit amount, as needed, for the policy to qualify under the Cash Value Accumulation Test.

**Minimum Death Benefit** – The Minimum Death Benefit at any time will be the minimum amount required for this policy to qualify as a life insurance contract under the Code, but not less than 101% of the greater of the Accumulated Value or the Life Return of Premium Benefit.

**Death Proceeds** – The Death Proceeds ("Proceeds") amount is the actual amount payable to the beneficiary if the Insured dies while this policy is In Force. The Proceeds amount is equal to the greater of the Death Benefit or the Residual Death Benefit, as of the date of death:

- Less any Policy Debt; and
- Less any Monthly Deductions that may be due and unpaid if death occurs during a Grace Period.

Proceeds paid are subject to the conditions and adjustments defined in other policy provisions, such as General Provisions, withdrawals, Policy Loans, and Timing of Payments. We will pay interest on the Proceeds from the date of death at a rate not less than the rate payable for funds left on deposit (see the Income Benefits section). If payment of Proceeds is delayed more than 31 calendar days after we receive the following requirements needed to pay the claim, we will pay additional interest at a rate of 10% annually beginning with the 31<sup>st</sup> calendar day referenced above. Proceeds are paid as a lump sum

unless you choose to have the Proceeds paid under an income benefit plan available on the date of election, subject to our requirements.

We will pay the Proceeds to the beneficiary after we receive, at our Administrative Office:

- Due proof of the Insured's death, consisting of a certified copy of the death certificate for the Insured
  or other lawful evidence providing equivalent information;
- Proof of the claimant's legal interest in the Proceeds; and
- Sufficient evidence that any legal impediments to payment of Proceeds that depend on parties other
  than us have been resolved. Legal impediments to payment include, but are not limited to (a) the
  establishment of guardianships and conservatorships; (b) the appointment and qualification of
  trustees, executors and administrators; (c) submission of information required to satisfy state and
  federal reporting requirements; and (d) conflicting claims.

**Residual Death Benefit** – This policy provides a Residual Death Benefit if greater than the Death Benefit, in an amount equal to the lesser of 5% of the initial Face Amount, as shown on the Policy Specifications, or \$5,000.00. Any withdrawals and any Terminal Illness Benefit Payment will reduce the Residual Death Benefit in the same proportion that they reduce the Face Amount.

Face Amount Changes - A requested increase or decrease in Face Amount is not allowed.

Face Amount Decreases – A decrease in Face Amount will occur as a result of:

- Withdrawals of policy Accumulated Value; or
- Rider benefits or Terminal Illness Benefit exercised while the policy is In Force.

The effective date of the decreased Face Amount will be the date we have processed the withdrawal, rider benefit, or Terminal Illness Benefit. Upon processing any decrease, we will send you written notification reflecting the decrease.

**Change in Benefits** – Under the Cash Value Accumulation Test, any change in policy or rider benefits or certain other factors may require an adjustment to the policy's tax qualification limits.

#### **PREMIUMS**

**Premiums** – The initial premium is payable either at our Administrative Office or to our authorized representative before we can place your policy In Force. At your request, we will give you a premium receipt signed by one of our officers. Additional premiums are optional and are payable at any time at our Administrative Office. We will consider any premium paid after the initial premium, whether delivered to an independent producer or otherwise, to be "received" when it is actually delivered to our Administrative Office. Except for the initial premium, we bear no responsibility for any premium unless we have received the premium. We reserve the right to reject premium payments less than \$50 unless such premium is required to keep the policy In Force. Premiums may be paid at any time before the Monthly Deduction End Date, subject to the premium limits below. Any payment we receive from you while you have a loan will be first considered a loan repayment, unless you tell us by Written Request it is a premium payment.

**Premium Load** – The Premium Load is equal to the premium paid for Life Coverage multiplied by the Premium Load Rate. The Maximum Premium Load Rate is shown in the Policy Specifications.

**Premium Processing** – When a premium is received by us, the Premium Load will first be deducted. Then the resulting Net Premium will be credited to the Accumulated Value.

**Premium Limitation** – We reserve the right to require Evidence of Insurability satisfactory to us for any premium payment that would result in an increase in the Net Amount at Risk and, if such Evidence of Insurability is not satisfactory, to limit or refuse the premium payment, unless it is necessary to keep the policy In Force.

Modified Endowment Contract Premium Limit – The provisions of this subsection will not apply if your policy is classified as a Modified Endowment Contract under Section 7702A of the Code as of the Policy Date. Otherwise, in order that this policy not be classified as a Modified Endowment Contract under Section 7702A of the Code, the sum of premiums paid less a portion of any withdrawals may not exceed the 7-Pay limit as defined in the Code. The 7-Pay limit is the cumulative sum of the 7-Pay Premiums during the applicable 7-Pay testing period. In the event that a premium payment would cause the 7-Pay limit to be exceeded, we will refund the excess payment to you, unless you have provided a Written Request in which you accept your policy being classified as a Modified Endowment Contract and indicate that we may accept such payments and apply them to the policy, in accordance with the Modified Endowment Contract Tax Status subsection of this policy.

The 7-Pay Premium may change whenever there is a change in the Face Amount of insurance or in other policy benefits or factors. The 7-Pay Premiums are determined according to the rules applicable to this policy set forth in the Code. The 7-Pay Premium will be adjusted to conform to any changes in the Code. To the extent that a premium payment would cause such limits to be exceeded, we will refund the excess payment to you, in accordance with the Modified Endowment Contract Tax Status section of this policy. Further, as indicated in that section, we will increase the Death Benefit to the extent we deem necessary to continue to classify this policy as a non-Modified Endowment Contract under the Code.

#### **TERMINAL ILLNESS BENEFIT**

**Terminal Illness Benefit** – If the Insured has been diagnosed with a terminal illness, you have the option to receive a portion of the Face Amount while the Insured is still living. This is called a Terminal Illness Benefit. A "terminal illness" means an illness causing the Insured to have a life expectancy of 12 months or less.

**Eligible Coverage** – is the portion of the Face Amount that will qualify for determining the Terminal Illness Benefit at the time the benefit is exercised. Eligible Coverage is the policy Face Amount less any reductions as a result of withdrawals or paid rider benefits on the policy.

**Requested Portion** – is the amount of the Face Amount you request in a Written Request on a form provided by us. The Requested Portion cannot exceed the lesser of 75% of the Eligible Coverage or \$500.000.

**Requested Percentage** – is the Requested Portion divided by the Eligible Coverage.

**Terminal Illness Benefit Payment** – is the actual dollar amount of benefit you will receive as a Terminal Illness Benefit. The Terminal Illness Benefit Payment will be determined as of the date we approve your Written Request for a Terminal Illness Benefit. Your Terminal Illness Benefit Payment will equal your Requested Portion less the following adjustments:

- a) A reduction rate will be applied to the Requested Portion, and reflects the early payment of the Requested Portion of your policy. The reduction rate will be based on the 12 month life expectancy of the Insured at an annual interest rate declared by us. The reduction rate shall be no greater than the greater of the following rates in effect on the date of your written request for a Terminal Illness Benefit:
  - i) the yield on 90-day treasury bills; or
  - ii) the maximum statutory adjustable policy loan interest rate.
- b) If there is a Policy Loan on your policy as of the date we approve your Written Request, we will reduce the Requested Portion in order to repay a portion of the Policy Loan equal to the Requested Percentage times the outstanding Policy Debt.
- c) A processing charge deducted from the Terminal Illness Benefit, not to exceed \$150.

We will refund the amounts discussed in a) and c) above should the death of the Insured occur within 30 days of the Terminal Illness Benefit Payment.

The Terminal Illness Benefit Payment will be paid as a lump sum. The minimum Terminal Illness Benefit Payment amount is \$500. We place no restrictions on how you use any Terminal Illness Benefit that may be paid under this provision.

This Terminal Illness Benefit is not meant to cause involuntary access to proceeds payable to the beneficiary on the death of the Insured. Therefore, this benefit is not available if either you or the Insured:

- a) is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- b) is required by a government agency to use this benefit in order to apply for, obtain or keep a government benefit or entitlement.

**To Whom We Will Pay Benefits** – All benefits will be payable to the Owner or the Owner's estate while the Insured is still living, unless otherwise designated by the Owner, subject to any required acknowledgment of concurrence for payout. We will be discharged to the extent of any such payment made in good faith.

Effect of Terminal Illness Benefit Payment on Policy and Riders – After a Terminal Illness Benefit Payment is made, the policy and riders will remain In Force subject to the following adjustments. The Face Amount, Coverage Charge, and any Accumulated Value will be reduced by the Requested Percentage. The Return of Premium Benefit will be reduced by the Requested Portion corresponding to the Terminal Illness Benefit Payment amount paid. Any outstanding Policy Debt balance will be reduced by the amount repaid as specified in the Terminal Illness Benefit Payment Section. Cost of Insurance Charges will be adjusted to reflect the reduction in the Death Benefit. A statement demonstrating how the Terminal Illness Benefit impacts your policy values will be sent with the Terminal Illness Benefit Payment.

**Eligibility** – The following conditions must be met before any Terminal Illness Benefit Payment is made:

- The policy must be In Force on the date the Terminal Illness Benefit Payment is approved;
- We must receive written proof that the life expectancy of the Insured is 12 months or less from the date of the Written Request. Proof will include the certification by a licensed physician. Such person may not be you or a member of your family. Such proof should include clinical, radiological or laboratory evidence of the condition. We reserve the right to obtain a second medical opinion from a physician of our choice at our expense. In the case of conflicting opinions, eligibility for benefits shall be determined by a third medical opinion, at our expense, that is provided by a physician that is acceptable to you and to us.
- The Owner or legal guardian must make the Written Request.

The Terminal Illness Benefit Payment will be paid immediately upon receipt of the due written proof of eligibility.

**Terminal Illness Benefit Payment Notice** – Prior to or concurrent with the election to effect the Terminal Illness Benefit Payment, we will send the Owner, a statement demonstrating the effect of the Terminal Illness Benefit Payment on the Accumulated Value, Death Benefit, Premium, Cost of Insurance Charges, and Policy Loans (including loans to pay premiums).

**Expiration Date** – Your right to exercise the Terminal Illness Benefit will end when the policy is no longer In Force, when the Accumulated Value is zero, or when a Terminal Illness Benefit is paid.

**Disclosure** – The following should be taken into consideration before you exercise your option to receive the Terminal Illness Benefit:

- Policy Death Benefits, Coverage Charge, Accumulated Value, and Cash Surrender Value will be reduced if a Terminal Illness Benefit is paid;
- This Terminal Illness Benefit is NOT health, nursing home or long-term care insurance, and it is not intended or designed to eliminate the need for such coverage;
- Receipt of the Terminal Illness Benefit Payment may affect Medicaid, Medicare, and/or Supplemental Security Income (SSI) eligibility. Exercising the option to accelerate and receive benefits before you apply for these programs, or while you are receiving government benefits, may affect your initial or continued eligibility.

#### **ACCUMULATED VALUE**

Accumulated Value - The Accumulated Value equals the sum of:

- Fixed Accumulated Value: and
- Loan Account Value, as described in the Policy Loans section.

**Fixed Accumulated Value** – On the Policy Date, the Fixed Accumulated Value equals the Net Premium received less the first Monthly Deduction. On each other day, the Fixed Accumulated Value equals:

- The Fixed Accumulated Value as of the prior day;
- Plus interest earned on such amount since the prior day;
- Plus the amount of any Net Premiums received since the prior day;
- Less the amount of any withdrawal since the prior day;
- Less the amount of any Policy Loan, including any Policy Loan to pay Policy Loan interest, taken since the prior day;
- Less reduction for benefits paid since the prior day as described in the riders attached to this policy;
- Less reduction for the Requested Portion for any Terminal Illness Benefit Payment since the prior day as described in the Terminal Illness Benefit section;
- Plus the amount of any loan repayment made since the prior day; and
- Less, on a Monthly Payment Date, the Monthly Deduction.

We credit interest to the Fixed Accumulated Value on a daily basis at the end of each day, using a 365-day year, at a rate not less than the Guaranteed Annual Interest Rate shown in the Policy Specifications. At our discretion, we may credit additional interest. Any such additional interest may be adjusted to reflect expenses, taxes, profit, or sources of earnings other than investment earnings and will be applied uniformly to all members of the same Class. Once credited, the additional interest is nonforfeitable except indirectly due to the Surrender Charge.

#### **POLICY CHARGES**

**Monthly Deduction** – The Monthly Deduction provides coverage for the policy month following the Monthly Payment Date and is deducted from the Accumulated Value on each such date before the Monthly Deduction End Date. It is equal to the sum of the following items:

- The Cost of Insurance Charge;
- The Coverage Charge; and
- Rider charges, if any.

The maximum for each such charge is described below or in the rider forms. We may charge less than such maximum charge. Any lesser charge will apply uniformly to all members of the same Class.

**Coverage Charge** – This charge is based on the Face Amount of the policy and will not exceed the Maximum Monthly Coverage Charge shown in the Policy Specifications. The Coverage Charge will decrease proportionately to the Face Amount Decrease as a result of a withdrawal or payment of a Terminal Illness or rider benefit.

Rider Charges – Any rider charges are described in the rider.

Cost of Insurance Charge – The Cost of Insurance Charge is equal to (1) multiplied by (2), where: (1) is the Monthly Cost of Insurance Rate divided by 1000 as shown in the Policy Specifications; and (2) is the Death Benefit divided by the Net Amount at Risk Factor shown in the Policy Specifications, reduced by the Accumulated Value as of the beginning of the policy month before the Monthly Deduction is assessed.

**Cost of Insurance Rates** – The Maximum Monthly Cost of Insurance Rates for the Life Coverage are shown in the Policy Specifications.

#### POLICY LAPSE AND REINSTATEMENT

**Grace Period** – If the Accumulated Value less Policy Debt on a Monthly Payment Date is sufficient to cover the Monthly Deduction due, the policy will continue In Force. If the Accumulated Value less Policy Debt on a Monthly Payment Date is not sufficient to cover the Monthly Deduction due, a Grace Period of 61 days will be allowed for the payment of sufficient loan repayment or premium to keep your policy In Force. The Grace Period begins on the Monthly Payment Date on which the insufficiency occurred and ends 61 days thereafter. At the start of the Grace Period, we will provide a Grace Notice to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. There is no penalty for paying a premium during the Grace Period. Your policy will remain In Force during the Grace Period.

**Notification of Termination for Non-Payment** – Thirty days after the Monthly Payment Date on which the insufficiency occurred, we will provide a notification of termination for non-payment to you, any assignee of record, and any additional person designated to receive notice of lapse or termination. The notice will be provided to each person at their last known addresses by first class United States mail, postage prepaid and will state the due date and the amount of loan repayment or premium required for your policy to remain In Force. A minimum of the monthly charges not deducted plus three times the monthly deduction due when the insufficiency occurred must be paid.

**Lapse** – If sufficient loan repayment or premium is not paid by the end of the Grace Period, a lapse will occur. If the Insured dies during the Grace Period, the Death Proceeds will be equal to the Death Proceeds as of the beginning of the Grace Period reduced by any overdue charges. Upon lapse, the policy will terminate with no value.

**Reinstatement** – If it has not been surrendered, this policy may be reinstated within five years after the end of the Grace Period. To reinstate this policy you must provide us with the following:

- A written application;
- Full repayment of Policy Debt, if a loan was outstanding at the time of lapse;
- · Evidence of Insurability satisfactory to us; and
- Sufficient premium, after reduction by Premium Load, to cover all Monthly Deductions and Loan Interest Charges due and unpaid during the Grace Period.

The effective date of the policy reinstatement will be the Monthly Payment Date on or next following the date we approve your reinstatement application. Upon reinstatement:

- The Accumulated Value will equal the amount it was at the beginning of the Grace Period, plus the reinstatement Net Premium, less Monthly Deductions as indicated below (including those due and unpaid during the Grace Period);
- The Surrender Charges, Life Return of Premium Benefit and Policy Charges (other than Cost of Insurance Charges) for Life Coverage under this policy will resume on their schedule as of the Monthly Payment Date when lapse occurred;

- Cost of Insurance Charges will be calculated using Cost of Insurance Rates that resume their original schedule as if lapse had never occurred, reflecting the Insured's Age at reinstatement and policy duration measured from the original Policy Date; and
- The periods during which we may exclude death by suicide and contest coverage due to a material misstatement in the reinstatement application will begin from the reinstatement date.

After the reinstatement premium has been applied, regular policy processing of Monthly Deductions will occur for the period of time when coverage was provided during the Grace Period. There will be no Monthly Deductions between the time of lapse and reinstatement.

#### SURRENDER AND WITHDRAWAL OF VALUES

**Surrender** – Upon Written Request while the policy is In Force, you may surrender this policy for its Net Cash Surrender Value. If surrendered within 30 days following a policy anniversary, the value available shall not be less than the anniversary value, less any withdrawal, Policy Loan, Terminal Illness Benefit Payment, or rider benefit paid since the policy anniversary. If surrendered at any time other than on a policy anniversary, the value available shall be calculated with allowance for lapse of time from the last preceding policy anniversary. The policy will terminate on the date the Written Request is received at our Administrative Office. The policy cannot be surrendered during the Grace Period.

**Net Cash Surrender Value** – The Net Cash Surrender Value is the Cash Surrender Value less any Policy Debt plus any Return of Premium Benefits under any attached riders.

**Life Return of Premium Benefit** – The Life Return of Premium Benefit is equal to the Life Coverage Premium Amount at issue, as shown in the Policy Specifications.

**Return of Premium Benefit** – The Return of Premium Benefit is not available if your policy was issued upon the exercise of a conversion option from another policy. Otherwise, the Return of Premium Benefit, if greater than the Accumulation Value less any Surrender Charge, is available upon surrender of the policy. The Return of Premium Benefit is equal to the sum of the Life Return of Premium Benefit and any Return of Premium Benefit under riders attached to the policy. There are no increases to the Return of Premium Benefit after issue, even if additional premiums are paid.

After issue, the Return of Premium Benefit is reduced by the following events:

- Any withdrawals;
- The Requested Portion corresponding to a Terminal Illness Benefit Payment made under the policy;
   and
- Any benefit payments made under the riders.

These events will reduce the Life Return of Premium Benefit first (but not below zero), and then any Return of Premium Benefit under riders attached to the policy.

Cash Surrender Value - The Cash Surrender Value is equal to the greater of:

- Life Return of Premium Benefits; or
- The Accumulated Value:
  - · Less any Surrender Charge; and
  - Less any Return of Premium Benefits under any riders attached to this Policy.

**Surrender Charge** – If you surrender this policy, there may be a Surrender Charge deducted from the Accumulated Value. During the Level Period, the Surrender Charge is equal to the Initial Amount. After the Level Period, the Surrender Charge decreases by the Reduction Factor for the remaining Surrender Charge Period. The Initial Amount, Level Period, Reduction Factor and Surrender Charge Period are shown in the Policy Specifications.

**Withdrawals** – Upon Written Request on or after the first policy anniversary, you may withdraw a portion of the Net Cash Surrender Value of this policy. Such withdrawal will be deducted from the Accumulated Value. There is no Surrender Charge imposed for a withdrawal, even if the Face Amount is reduced as a result of the withdrawal. Withdrawals may be restricted or prohibited by certain riders attached to the policy. Withdrawals will be subject to the following conditions:

- The amount of each withdrawal must be at least \$200;
- The Net Accumulated Value less any Surrender Charge remaining after a withdrawal must be at least \$500; and
- The Face Amount remaining after the withdrawal must be at least the Minimum Face Amount as shown in the Policy Specifications.

A withdrawal will reduce the Face Amount in proportion to the amount of the withdrawal divided by the Accumulation Value before the withdrawal. If such a reduction in Face Amount would cause the policy to become a Modified Endowment Contract, we will not process your withdrawal request unless and until we receive your Written Request to have your policy classified as a Modified Endowment Contract. Refer to the Premiums section for details.

If the Insured dies after the request for a withdrawal is received by us and prior to the withdrawal being processed, the withdrawal, if allowed under this provision, will be processed and paid to the Owner, or to the Owner's estate, before the Death Proceeds are determined and paid to the beneficiary.

#### **INCOME BENEFITS**

**Income Benefits** – All or part of any policy proceeds may, instead of being paid in a lump sum, be left with us under any one, or a combination of the income benefit plans available, subject to our minimum amount requirements on the date of election. If the payee is not a natural person, the choice of a payment option will be subject to our approval. We guarantee that the income benefit will not be less than the income that would be provided by the single premium immediate annuity purchase rates we offer at the time. We guarantee that we will have at least the following income benefit plans available.

**Fixed Income** – Equal payments of the amount chosen with interest of not less than 2% per year until the funds left on deposit are exhausted.

**Life Income** – Monthly income will automatically be guaranteed to continue for at least ten years. If the payee dies before the end of the ten-year period, payments will continue to the end of the ten-year period to a person designated in writing by that payee. The purchase rates for the monthly income for a male or female income recipient bought by each \$1,000 of benefits are shown below.

Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income	Age	Monthly Income
0-30	2.38	40	2.63	50	3.00	60	3.60	70	4.63
32	2.42	42	2.69	52	3.10	62	3.76	72	4.92
34	2.47	44	2.76	54	3.20	64	3.94	74	5.26
36	2.52	46	2.83	56	3.32	66	4.14	75+	5.45
38	2.57	48	2.91	58	3.45	68	4.37		

Monthly income amounts for ages not shown are halfway between the two amounts for the nearest two ages that are shown. Amounts shown are based on an annual interest rate of 2% and the Annuity 2000 female mortality table with five-year age setback. We may require evidence of survival for incomes that last more than ten years.

#### **POLICY LOANS**

**Policy Loans** – You may obtain Policy Loans by Written Request after the Free Look Period, on the sole security of the Loan Account of this policy. We recommend you consult a qualified tax advisor before requesting a Policy Loan.

**Loan Amount Available** – The amount of the loan must be at least \$200. The maximum amount available for a loan on any date is equal to the Accumulated Value less:

- Three times the most recent Monthly Deduction;
- Any Surrender Charge; and
- Any existing Policy Debt.

Loan Account – The amount of any Policy Loan will be added to the Loan Account.

**Loan Repayment** – You may make loan repayments at any time prior to lapse of this policy. Any payment we receive from you while you have a loan will be treated as a loan repayment, unless you tell us by Written Request that it is a premium payment.

**Loan Interest Charge** – Interest will accrue daily based on the balance in the Loan Account and will be due on each policy anniversary. Such interest is calculated using the simple interest method and is based on the balance in the Loan Account, using an annual interest rate of 5.50%. The corresponding daily interest rate is equal to the annual rate divided by 365. If the policy terminates before a policy anniversary, the Loan Interest Charge will be due at such time.

**Policy Debt** – The Policy Debt is the amount necessary to repay the Policy Loan in full and is equal to the Loan Account plus any Loan Interest Charge. The Policy Debt reduces any amount otherwise payable under the policy.

**Loan Account Value** – The Loan Account Value is a portion of the Accumulated Value set aside to secure the Policy Debt. The Loan Account Value is equal to the Loan Account plus Loan Interest. Such interest is based on the balance in the Loan Account, and accrues daily on a simple interest basis, using the Loan Account Interest rate, which is an annual interest rate not less than the Guaranteed Annual Interest Rate shown in the Policy Specifications. The corresponding daily interest rate is equal to the annual rate divided by 365.

**Loan Processing on Policy Anniversary** – On each policy anniversary we will adjust the values of the Policy Debt, Loan Account and Loan Account Value so that they are equal to each other. To do this, we calculate the difference between the Policy Debt and the Loan Account Value. If the Policy Debt is greater than the Loan Account Value, which is generally the case when the policy loan interest has not been paid, a new loan will be taken for the excess and will be added to the Loan Account. If the Loan Account Value is greater than the Policy Debt, which is generally the case when the policy loan interest has been paid, the excess will be transferred into the Fixed Accumulated Value.

#### **OWNER AND BENEFICIARY**

**Owner** – The Owner of this policy is as shown in the Policy Specifications or as later changed by Written Request. If you change the Owner, the change is effective on the date the Written Request is signed, unless otherwise specified by the Owner, subject to our receipt of it and subject to any action taken or payment made by us prior to its receipt. If there are two or more Owners, they will own this contract as joint tenants with right of survivorship, unless otherwise provided by Written Request. We recommend you consult a qualified tax advisor before requesting a change of Owner.

**Assignment** – Pursuant to Section 7702B of the Code, a policy providing qualified long-term care insurance benefits may not provide for a cash surrender value or other money that can be paid, assigned, or pledged as collateral for a loan. Accordingly, this Policy may not be assigned.

**Beneficiary** – The beneficiary is named by you in the Application to receive the Death Proceeds. You may name one or more beneficiaries. If you name more than one beneficiary, they will share the Death Proceeds equally or as you may otherwise specify by Written Request. If you have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Insured. A beneficiary may not, on or after the Insured's death, assign, transfer or encumber any benefit payable. To the extent allowed by law, policy benefits will not be subject to the claims of any creditor of any beneficiary.

You may make a change of beneficiary by Written Request on a form provided by us while the policy is In Force. The change will take place as of the date the request is signed, unless otherwise specified by the Owner. Any rights created by the change will be subject to any payments made or actions taken by us before we have received the Written Request.

The interest of a beneficiary who does not outlive the Insured will be divided pro rata among the surviving beneficiaries. If no beneficiaries survive to receive payment, the death proceeds will pass to the Owner, or the Owner's estate if the Owner does not survive the Insured. In the event of a simultaneous death of the Insured and a beneficiary such that it cannot be determined who died first, it will be assumed, unless proof to the contrary is provided, that the beneficiary died last.

#### **GENERAL PROVISIONS**

**Entire Contract** – This policy is a contract between you and us. This policy, the attached copy of the initial Application, including any amendments and endorsements to the Application, any applications for reinstatement, any endorsements, benefits, or riders, and all additional policy information sections added to this policy are the entire contract. Only our president, chief executive officer or secretary is authorized to change this contract or extend the time for paying premiums. Any such change must be in writing.

All statements in the Application shall, in the absence of fraud, be deemed representations and not warranties. We will not use any statement to contest this policy or defend a claim on grounds of misrepresentation unless the statement is in an Application.

**Incontestability** – We will not contest this policy unless there was a material misrepresentation in the Application. We will rescind the policy if:

- The policy has been In Force for less than six months and we determine that the Application contains a misrepresentation that is material to acceptance for coverage; and
- The policy has been In Force for at least six months but less than two years and we determine that the Application contains a misrepresentation that is material to acceptance for coverage and which pertains to a claim made under this policy or the riders attached to this policy.

If we rescind the policy, we will return to you the premiums paid less any Policy Loans, any withdrawals taken, and any benefits paid under this policy or the riders attached to this policy. No Death Benefit will be paid. This policy cannot be contested, except as provided below, after it has been In Force for two years during the Insured's lifetime.

If this policy lapses and is later reinstated, we will rescind the policy as of the reinstatement date if:

- Less than six months after the reinstatement date, we determine that the Application required for reinstatement contains a misrepresentation that is material to acceptance for coverage; and
- After six months from the reinstatement date but less than two years from the reinstatement date, we
  determine that the Application required for reinstatement contains a misrepresentation that is material
  to acceptance for coverage and which pertains to a claim made under this policy or the riders
  attached to this policy.

If we rescind the policy following reinstatement, we will return to you the premiums paid after the reinstatement date less any Policy Loans and any withdrawals taken after the reinstatement date. No Death Benefit will be paid. We will not contest the reinstated policy after it has been In Force for two years following such reinstatement during the Insured's lifetime.

If there has been a change to the policy for which we required the Insured to submit Evidence of Insurability, we will rescind the policy change and all Policy Charges made after the change will be reversed and corrected charges applied so that the policy's Accumulated Value will be unaffected by the change if:

- Less than six months after the change, we determine that the Application required for the change contains a misrepresentation that is material to acceptance for coverage; and
- After six months from the change but less than two years from the change, we determine that the
  Application required for the change contains a misrepresentation that is material to acceptance for
  coverage and which pertains to a claim made under this policy or the riders attached to this policy.

Any Death Benefits or other benefits that become payable will be determined as though the policy change had never been requested. We will not contest any such change after two years following the effective date of the change during the Insured's lifetime.

Non-Participating – This policy will not share in any of our surplus earnings.

**Suicide Exclusion** – If the Insured dies by suicide, while sane or insane, within two years of the Policy Date, the Death Proceeds will be limited to an amount equal to the sum of the premiums paid, less the sum of any Policy Loans, withdrawals taken, and any benefits paid under this policy or the riders attached to this policy.

**Misstatement** – If the Insured's sex or birth date is misstated in the Application and it is discovered on or after the death of the Insured, the Death Benefit shall be the minimum Death Benefit for the correct sex and birth date, or if greater, a Death Benefit based on a Net Amount at Risk adjusted by the ratio of the incorrect Cost of Insurance Rate to the correct Cost of Insurance Rate. The adjusted Net Amount at Risk will result in an adjusted Death Benefit, since the Death Benefit depends on the Net Amount at Risk.

If the Insured's sex or birth date is misstated in the Application and it is discovered before the death of the Insured, we will not recalculate the Accumulated Value, but we will use the correct sex and birth date of the Insured in calculating future Monthly Deductions.

**Maturity** – This policy does not mature, but will continue In Force so long as the Insured is alive and the policy has not been surrendered and lapse has not occurred.

**After the Monthly Deduction End Date** – Provided the policy is still In Force, coverage will continue on and after the Monthly Deduction End Date, subject to all policy provisions, with these exceptions and clarifications:

- Monthly Deductions will cease;
- Premiums will not be accepted, except amounts required to keep the policy in force;
- Loans will be allowed:
- Loan repayments will be permitted;
- · Loan interest will continue to accrue; and
- Withdrawals will not be allowed.

**Timing of Payments** – We may defer payments of any Net Cash Surrender Value, withdrawal or loan (except for loans to pay a premium on any policy issued by us) for up to six months after we receive your request. If we defer any such payment for more than 30 days after we receive your request, we will pay interest at the rate required by the state in which this policy is delivered, and such rate will be at least equal to the Guaranteed Annual Interest Rate shown in the Policy Specifications.

**Annual Report** – A report will be mailed to your last known address no less frequently than annually. This report will show:

- The beginning and end dates of the reporting period:
- The Accumulated Value at the beginning and end of the reporting period;
- Amounts that have been credited or debited to the Accumulated Value during the reporting period, identified by type;
- The Death Benefit at the end of the reporting period;
- The Net Cash Surrender Value at the end of the reporting period;

- A notice if the Net Cash Surrender Value will not be sufficient to keep the policy In Force until the end of the next reporting period, unless further premium payments are made;
- Any Policy Debt outstanding at the end of the reporting period; and
- Any other information required by law.

**Additional Report** – Each year, you may request, without charge, an additional report showing the same information as the Annual Report.

**Basis of Values** – All nonforfeiture values for this policy will be at least equal to the minimums required by the state in which this policy was delivered. Cash Values and nonforfeiture benefits available under this policy are not less than the minimum values and benefits required by or pursuant to the law of the state where the policy was delivered. To calculate the minimum required nonforfeiture values, we use the Guaranteed Annual Interest Rate shown in the Policy Specifications and mortality rates from the 2001 CSO mortality tables using age last birthday. The rates we use are both smoker and sex distinct.

Tax Qualification as Life Insurance – This policy is intended to qualify as a life insurance contract for federal tax purposes, and the Death Benefit under this policy is intended to qualify for federal income tax exclusion. The provisions of this policy, including any rider or endorsement that does not specifically override this tax qualification provision, shall be interpreted to ensure and maintain such tax qualification, despite any other provision to the contrary. At no time shall the amount of Death Benefit under this policy ever be less than the minimum amount needed to ensure or maintain such tax qualification. If need be, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary to accomplish that purpose. In addition, the Accumulated Value will be reduced to reflect the increased Monthly Deductions that result from such Death Benefit increase(s), starting on the date that each increase is effective. We reserve the right to amend this Policy from time to time to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform the Policy provisions to any applicable changes in such tax qualification requirements, as provided in the Code or any published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of such amendment. As of the effective date of the filing of this policy in the state in which it was delivered, the Internal Revenue Service has not published final guidance on all aspects of the tax treatment of life insurance policies that continue coverage beyond Age 100. You should consult a qualified tax advisor, as there may be tax consequences.

If you request a withdrawal that causes a decrease in policy or rider benefits, it may cause a reduction in any applicable tax limits on premiums or Accumulated Value for the policy to maintain such tax qualification. Such a reduction in these limits may require us to make a distribution from the policy equal to the greatest amount by which the premiums paid or Accumulated Value for the policy exceed any such reduced limits, as determined under federal tax law, in order to maintain the policy's tax qualification. If such a distribution is made, the distribution will be paid to you and the Accumulated Value will be reduced by the amount of the distribution. However, no request for a withdrawal that causes a decrease in policy or rider benefits will be allowed to the extent that we determine that the resulting reduction in such tax limits would require us to distribute more than the Net Cash Surrender Value for the policy.

**Modified Endowment Contract Tax Status** – The provisions of this subsection will not apply if your policy is classified as a Modified Endowment Contract ("MEC") as of the Policy Date. If, at the time your policy is issued, we have classified it as a MEC, this will be indicated on the Policy Specifications. Otherwise, unless and until you have given us a Written Request to accept a MEC classification for your policy, the provisions of this Modified Endowment Contract Tax Status subsection apply to your policy.

Under federal tax law, if the funding of a life insurance contract occurs too rapidly, it becomes a MEC and fails to qualify for certain favorable tax treatment as a result. This policy is intended to qualify as a life insurance contract that is not a MEC for federal tax purposes. To achieve these purposes, the provisions of this policy (including any rider or endorsement that does not specifically override this tax qualification provision) shall be interpreted to prevent this policy from being subject to such MEC treatment, despite any other provision to the contrary. If and while the provisions of this subsection apply to your policy, the amount of Death Benefit under this policy shall never be less than the minimum amount needed to avoid such MEC treatment. We reserve the right to amend this Policy from time to time to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification for non-MEC

treatment or to conform the Policy provisions to any applicable changes in such tax qualification requirements, as provided in the Code or any published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of such amendment.

We will not accept a payment as premium or otherwise which would cause the policy to become a MEC. The 7-Pay Premium, shown on Page 3.0, is used solely to determine the policy's premium limits to avoid MEC treatment. Payment of one or more 7-Pay Premium amounts does not guarantee that the policy will never lapse, and additional premiums may be necessary to prevent the policy from lapsing in the future.

If at any time the amounts paid under the policy exceed the limit for avoiding such MEC treatment, this excess amount, including any interest as determined under federal tax law, shall be removed from the policy as of the date of its payment, and any appropriate adjustment in the Death Benefit and/or Accumulated Value shall be made as of such date. This excess amount, including any interest, shall be refunded no later than 60 days after the end of the applicable contract year, as determined under federal tax law.

If this excess amount is not refunded by the end of such 60-day period, the Death Benefit shall be increased retroactively and prospectively to the minimum extent necessary (e.g., to the end of any MEC 7-year test period) so that at no time is the Death Benefit ever less than the minimum amount necessary to avoid Modified Endowment Contract classification. In addition, the Accumulated Value will be reduced to reflect any increased Monthly Deductions resulting from such Death Benefit increase, starting on the date that the increase is effective.

Any request that would change the Death Benefit or any other benefit or rider under the policy will not be processed if the change would cause the policy to be classified as a Modified Endowment Contract. Requested changes that could cause the policy to be classified as a Modified Endowment Contract include, but are not limited to a withdrawal that would cause a reduction in the Face Amount.

Other Distributions of Accumulated Value – If the Net Amount at Risk ever exceeds three times the original Face Amount, we reserve the right to make a distribution of Accumulated Value to make the Net Amount at Risk equal three times the original Face Amount. In such case, the distribution will be treated as a premium refund. Note that while such a distribution will be treated as a premium refund for certain contract purposes, normal tax rules will apply in determining the amount of such a distribution, if any, which is taxable.

**Additional Services** – While this policy is In Force, we may, either directly or through a third party service provider, provide you with access to independent living-related resources and discounted independent living-related goods and services.

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Pacific Life Insurance Company, 45 Enterprise, Aliso Viejo, CA 92656

# FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

- Death Proceeds Payable On The Death Of The Insured
- Net Cash Surrender Value Payable Upon Surrender
- Adjustable Face Amount
- Non-Participating
- Terminal Illness Benefit (Accelerated Death Benefit)

SERFF Tracking #:	PALD-128819904	State Tracking #:	Company Tracking #:	P12PPC

Pacific Life Insurance Company

State:ArkansasFiling Company:TOI/Sub-TOI:L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: P12PPC

Project Name/Number: /

# **Supporting Document Schedules**

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:		1	<u>'</u>
Attachment(s):			
READABILITY CERTIFIC	CATION P12PPC AR.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:			
Attachment(s):			
A11PPC.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Outline of Coverage		
Comments:	This is the same outline of coverage that is in	cluded in the Form Schedule in SERFF Tracking	# PALD-128807515.
Attachment(s):			
N12OOC AR.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
Statement of Variability I	P12PPC.pdf		
		Item Status:	Status Date:
Satisfied - Item:	LTC Ticket		
Comments:			
Attachment(s):			

SERFF Tracking #:	PALD-128819904	State Tracking #:		Company Tracking #:	P12PPC	
State: FOI/Sub-TOI: Product Name: Project Name/Number:	Arkansas L09I Individual Lii P12PPC /	fe - Flexible Premium Adjustable Lif	Filing Company: ie/L09I.001 Single Life	Pacific Life Insurar	nce Company	
TCLT II.pdf TCLT II - ML.pdf						
				Item Status:		Status Date:
Satisfied - Item:	Life Re	placement Notice				
Comments:						
Attachment(s):						
5-22390-08.pdf						
				Item Status:		Status Date:
Satisfied - Item:	Statem Notice	ent of Numerical Information	, Terminal III. Bene. Pay.			
Comments:						
Attachment(s):						
N12TIN1.pdf N12TIQ1.pdf						
				Item Status:		Status Date:
Satisfied - Item:	LTC Pe	ersonal Worksheet				
Comments:						
Attachment(s):						
M12SPW1.pdf						
				Item Status:		Status Date:
Satisfied - Item:	Authori	zation Forms				
Comments:						
Attachment(s):						
\12ARI.pdf						
\12AUT.pdf						

Item Status:

**Status Date:** 

SERFF Tracking #:	PALD-128819904	State Tracking #:		Company Tracking #:	P12PPC	
State:	Arkansas		Filing Company:	Pacific Life Insural	nce Company	
TOI/Sub-TOI:	L09I Individual Lif	e - Flexible Premium Adjustable Life/L091.	001 Single Life			
Product Name:	P12PPC					
Project Name/Number:	/					
Satisfied - Item:	Compla	aint & Guaranty Association Notice	es			
Comments:						
Attachment(s):						
AR1.pdf						
ST-8-1.pdf						
				Item Status:		Status Date:
Satisfied - Item:	Certifica	ation				
Comments:						
Attachment(s):						
AR Reg 34 Certificat	ion P12PPC Signed.	pdf				

## READABILITY CERTIFICATION

Form Filing for: Pacific Life Insurance Company

Policy Form Numbers & Flesch Scores:

P12PPC

53.3

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- READABLE (simple sentence structure shortness of sentences use of common words avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided minimum of cross-references).
- LEGIBLE (ample type size for text with contrasting type for headings and subheadings ample space between lines ample white space in margins and between section ample ink-to-paper contrast).
- IN LOGICAL ORDER AND FORMAT (table of contents or index included sections and subsections self-contained and arranged in logical flow extensive use of headings and subheadings to facilitate location of particular items outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Aliso Viejo, California on

12/19/2012

SIGNATURE

THOMAS C. BILELLO

NAME

VICE PRESIDENT

TITLE

## PACIFIC LIFE INSURANCE COMPANY

[Life Insurance Operations Center P.O. Box 2030 • Omaha, NE 68103-2030 (800) 347-7787 • Fax (866) 964-4860 www.PacificLife.com]



# APPLICATION FOR [PACIFIC PREMIERCARE] For Individual Life Insurance with Long-Term (LTC) Benefits.

	3 7 (	-,						
PROPOSED INSURED								
1A. Name: First	MI	Last			B. Gende			
C. Residence Address: Stre	eet	City		State	Zip Co	e		
D. Date of Birth	E. Place of Birth (State/Cou	untry) F	Soc. Sec. #	!	G. Telepho	G. Telephone # (include area code)		
2A. Employer's Name		l .			B. Occup	ation		
3A. Proposed Insured is a:	U.S. Citizen	U.S. Perm	nanent Resider	nt	National			
B. If Foreign National, provi	de Country C. Visa T	уре	4	A. Gross Annual In \$	come B. N	et Worth		
5. Is the Proposed Insured	married or in a legally recogn	ized civil u	nion or domes	tic partnership?	☐ Yes	□No		
POLICY INFORMATION								
1. Face Amount \$	2. Single Premium \$		\$	unt submitted with T			nent (TIA)	
2 Years	enefit Duration: (Includes 2 years 4 Years	ar Accelera	ated Benefit Ri	der plus 0-6 years o	of Extended Be	,	8 Years	
5. Inflation Benefit Option (se	elect one)  5% Simple		☐ 5% Compou	und	Reject A	All Inflation Ben	efit Options	
	<b>ER</b> (Complete if other than Pr	oposed Ins	sured.)					
Policyowner is	☐ Individual			Trust				
2A. Name					B. Relationsl	nip to Proposed	d Insured	
C. Address: Street			City			State	Zip Code	
D. Soc. Sec. # / Tax ID #		E. Date	of Trust		F. Total N	lumber of Trus	tees	
G. Trustee's Name			H. Addition	nal Trustee's Name	·			
I. Does the trust agreemen	t require all trustees to sign?		Yes	☐ No (If No,	, indicate in Rei	marks who is re	quired to sign.)	
	WNER (If more than one indiv	/idual is na	amed as policy	owner, they will ow	n policy as join	t tenants with r	rights of	
survivorship unless otherwise  1. Policyowner is	e stated.) Individual			Trust				
2A. Name					B. Relationsh	nip to Proposed	Insured	
C. Address: Street			City			State	Zip Code	
D. Soc. Sec. # / Tax ID #		E. Date	of Trust		F. Total N	lumber of Trus	tees	
G. Trustee's Name			H. Addition	nal Trustee's Name	1			
I. Does the trust agreemen	t require all Trustees to sign?		Yes	☐ No (If No	, indicate who i	s required to sig	gn in Remarks.)	

PAYOR OF PREMIUM				
1. Payor of premium is (Check one): Proposed Insur	ed 🔲 Prima	ry Policyowner	nary Policyowner	Other
2A. If "Other" indicate Name of Payor				
B. Address: Street	Cit	у	State	Zip Code
PROTECTION AGAINST UNINTENDED LAPSE				
I, the Policyowner, understand that I have the right to design this policy, which contains long-term care benefits. I also un selection is as follows:  1A. I elect NOT to designate another person to receive B. I designate the person listed below to receive copie C. Name	derstand that I notice of lapse	have the opportunity to change this wr or termination.		
D. Address: Street	City		State	Zip Code
PRIMARY BENEFICIARY (If percentages are left blank,	, all named Prin	nary Beneficiaries will share equally.)		
1A. Name	B. % Share	C. Relationship to Proposed Insured	D. Date of Tru	ıst
2A. Name	B. % Share	C. Relationship to Proposed Insured	D. Date of Tru	ıst
CONTINGENT BENEFICIARY (If percentages are left by	olank, all named	Contingent Beneficiaries will share ed	qually.)	
1A. Name	B. % Share	C. Relationship to Proposed Insured	D. Date of Tru	ıst
2A. Name	B. % Share	C. Relationship to Proposed Insured	D. Date of Tru	ust

#### **CERTIFICATION OF POLICYOWNER'S TAXPAYER IDENTIFICATION NUMBER**

Under penalties of perjury, I, the Policyowner, certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined in the instructions in item 3 of the Certification on the official IRS Form W-9). Note: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

## **TAX REPORTING ON DISTRIBUTIONS TO FOREIGN NATIONALS**

While Pacific Life Insurance Company (PLIC) may provide tax information to various United States federal and state agencies regarding certain life insurance or annuity activity, PLIC does not as a matter of course provide such information to any foreign governmental agencies and does not anticipate doing so at this time. Nonetheless, PLIC's tax reporting does not in any way affect the obligations that its policyowners may have with respect to such foreign governmental agencies or under foreign law. PLIC does not provide tax or legal advice, and nothing contained herein should be construed as such.

#### **REMARKS**

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EXISTING INSURANCE AND REPLACEMENT INFOR	MATION FOR	R PRO	OPOSED IN	SURED			YES	NO			
1. Do you have any existing life insurance or annuity contracts	s, including thos	se with	n long-term ca	re (LTC) cover	age?						
2A. Do you have another long-term care insurance policy or cer organization contract), whether existing or pending? (If Yes					r health mainte	enance					
B. Did you have another long-term care insurance policy or ce (If Yes, provide details in the chart below.)	ertificate in force	e durir	ng the last 12	months that ha	s terminated?						
	Coverage T	'vno		Policy Status	•	Termin	ation	Date			
Company		ealth	Existing	Pending	Terminated	10111111	iution	Dute			
			<u> </u>								
					ı		YES	NO			
3. Are you covered by Medicaid?											
•	alth or disahilit	v inem	rance and he	en declined no	etnoned or offe	ered on					
4. Have you ever applied for life insurance, long-term care, health or disability insurance and been declined, postponed or offered on a basis other than as applied-for? (If Yes, provide details in Remarks.)							Ш	Ш			
5A. Do you intend to stop premium payments, replace, surrender any life insurance policy or annuity contract to pay premium											
B. Do you intend to replace any of your medical or health insur	• • • • • • • • • • • • • • • • • • • •	·	• (	•		,		]			
applied-for policy? (If Yes, provide details in the chart below		e, iriciu	iuiliy aliy ol y	our long-term c	are coverage,	with this	Ш	Ш			
Policy # Coverage Type	Company			Amour	nt.	1035					
Life Life+ Annuity Annuity LTC Health				Amount		Exch	ange				
							ı				
GENERAL INFORMATION (Provide details in Remarks)							YES	NO			
1. Are you working at least 24 hours per week outside the hom	ne?										
2. Have you missed more than one consecutive week of work	due to illness o	or injur	y in the past 2	24 months?							
3. Within the next 2 years do you plan to fly, or within the last 2	2 years have yo	ou flow	vn, as a pilot,	student pilot, o	r crewmember	?					
4. Within the next 2 years do you plan to participate in, or within diving, auto/motorboat/motorcycle racing, hang gliding, or m			ve you partici	pated in, parac	hute jumping, s	scuba					
<ol> <li>Do you have regular exercise routines or hobbies that requi</li> </ol>		•									
-											
6. Do you intend to travel or reside outside the United States v	VIUIIII UIE IIEKU	z years	ð:			- · · · · · · · · · · · · · · · · · · ·					
<ul><li>6. Do you intend to travel or reside outside the United States v</li><li>7. Have you been convicted of a felony within the past 5 years</li></ul>		z years	5:					ш			
7. Have you been convicted of a felony within the past 5 years	?			iolations within	the past 5 yea	rs?					
•	?			iolations within	the past 5 yea	rs?					
<ul> <li>7. Have you been convicted of a felony within the past 5 years</li> <li>8. Have you had a driver's license restricted or revoked or been proposed Insured's Physician Information</li> <li>1A. Provide full name, address, and phone number of Prime</li> </ul>	?		nore moving v	iolations within							
7. Have you been convicted of a felony within the past 5 years 8. Have you had a driver's license restricted or revoked or bee <b>PROPOSED INSURED'S PHYSICIAN INFORMATION</b>	? en convicted of		nore moving v				area	code)			
<ul> <li>7. Have you been convicted of a felony within the past 5 years</li> <li>8. Have you had a driver's license restricted or revoked or been proposed Insured's Physician Information</li> <li>1A. Provide full name, address, and phone number of Prime</li> </ul>	? en convicted of		nore moving v			‡(include	area c	•			
7. Have you been convicted of a felony within the past 5 years 8. Have you had a driver's license restricted or revoked or bee <b>PROPOSED INSURED'S PHYSICIAN INFORMATION</b> 1A. Provide full name, address, and phone number of Prim B. Physician Name	? en convicted of eary Physician		nore moving v		C. Telephone #	‡(include		•			

**REMARKS** 

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Мв	EDICAL INFORMATION (Provide details to any Yes answers in Remarks. If more space is needed, use an additional sheet.)		
		Yes	No
1.	Have any of your immediate family members (parents, brothers or sisters) prior to age 60 been diagnosed with polycystic kidney disease or Huntington's chorea?		
2.	Currently, or within the past 10 years, have you received or applied for any disability benefits, including Worker's Compensation, Social Security Disability Insurance, or any other form of disability insurance?		
3.	Height: Weight: Has your weight changed 10 pounds or more in the past 2 years?		
4.	Currently, or within the last 5 years have you had any impairment, whether mental or physical, for which you have needed or required assistance or supervision in performing any daily living activities such as bathing, dressing, eating, transferring or ambulation, toileting, or bowel or bladder control?		
5.	Currently, or within the last 5 years, have you had or do you need or receive assistance with any of the following: laundry, cleaning, shopping, use of transportation, telephone use, meal preparation, managing your finances or managing your medication?		
6.	Currently, or within the last 5 years, have you had or do you use a wheelchair, walker, cane, quad cane, scooter, oxygen, catheter, dialysis machine, or other mechanical device?		
7.	Within the last 5 years have you been confined or recommended admission to a nursing home or received home health care, or are you currently confined to a hospital or nursing facility or attended adult day care?		
8.	Are you currently living in an Assisted Living facility or Independent Community?		
9.	Within the last 5 years, have you had or been advised to have a check-up, EKG, x-ray, CT scan, blood, or urine test, or any other diagnostic test, except for a test for the Human Immune Deficiency Virus (HIV) infection?		
10.	Within the last 5 years, have you been a patient in a hospital, psychiatric treatment center, or other medical facility, or been advised or recommended to have any hospitalization or surgery which has not been scheduled or completed?		
11.	Except for HIV, have you ever been told you have, been diagnosed with or been treated by a physician and/or taken medication for:  a. Alzheimer's disease, dementia, forgetfulness, memory loss, or any other cognitive impairment?	$\Box$	
	<ul> <li>b. Chest pain, angina, congestive heart failure, heart disease, heart murmur, coronary artery disease, peripheral vascular disease, atrial fibrillation, high blood pressure, or other disorders of the heart or blood vessels?</li> </ul>		
	c. Parkinson's disease, Multiple Sclerosis, Amyotrophic Lateral Sclerosis (ALS), Muscular Dystrophy, Huntington's chorea, or Systemic Lupus?		
	<ul> <li>d. Ulcers, colitis, jaundice, cirrhosis, chronic hepatitis, or other diseases of the stomach, liver, intestines, gallbladder, pancreas, kidney, or urinary bladder?</li> </ul>		
	e. Transient ischemic attack, stroke or paralysis?	$\Box$	$\Box$
	f. Syncope, vertigo, loss of balance, tremor or falls, seizures, fainting, dizziness, or epilepsy?	Ħ	Ħ
	g. Chronic fatigue, fibromyalgia, or polymyalgia rheumatica?	Ħ	Ħ
	h. Any nervous or mental disorder or received counseling for anxiety, depression, schizophrenia, stress, or any other emotional condition?		
	i. Cancer, leukemia, lymphoma, malignant melanoma, or tumors or cysts of any kind, whether malignant or benign?		
	j. Arthritis, Rheumatoid Arthritis, gout, Osteoporosis, or any disorder of the back, spine, muscles, nerves, bones, or joints?		
	k. Diabetes, thyroid, or other endocrine or glandular disorder?	Ш	Ш
	I. Anemia, bleeding or clotting disorder, recurrent infection, or any problem, disease or disorder of the immune system, blood, blood cells, or bone marrow, or any lymph node disorder?		
	m. Asthma, emphysema, shortness of breath, Chronic Obstructive Pulmonary Disease (COPD), allergies, sleep apnea, or any other disorder of the respiratory system?		
	n. Any disorder of the eyes, ears, nose, or throat?	$\perp \!\!\! \perp$	
	o. Any disorder of the testicles, prostate, breasts, ovaries, uterus, or cervix?	<u> </u>	H.
	p. Any mental or physical disorder not listed above?	Ш	Ш
	What, if any, other medications do you take regularly? (Provide details in Remarks.)		
13.	Have you ever tested positive for exposure to HIV infection or been diagnosed as having Acquired Immunodeficiency Syndrome (AIDS), or AIDS Related Complex (ARC) caused by the HIV infection or other sickness or condition derived from such infection?		
14.	Have you used tobacco products (cigarettes, cigars, pipe) during the past 48 months? If "yes", provide amount used and frequency.		
15.	Do you use alcoholic beverages? If Yes, provide type, frequency & amount:		
	Have you ever been treated for drug or alcohol abuse or been advised by your doctor to limit your use of alcohol or any medications, prescribed or not?		
17.	Within the last 10 years have you:		<del></del>
	<ul><li>a. Used or tested positive for marijuana, cocaine, heroin, amphetamines, or hallucinogens?</li><li>b. Used any tranquilizers, sedatives or narcotic drugs or any prescription drug outside a physician's instructions?</li></ul>		

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REMARKS			

#### **DECLARATIONS**

The answers provided in this application are true and complete to the best of my knowledge and belief. I understand and agree that:

- 1. Acceptance of a life insurance policy will be ratification of any administrative change with respect to such policy made by PLIC as indicated under the title Endorsement, where permitted. All other changes made to the application or policy by PLIC will be indicated on an Amendment to Application form that must be signed by all applicable parties, prior to or at the time of delivery of this policy.
- If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the Producer, whose name appears in the Producer Certification section, the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.
- 3. Except as provided in the terms or conditions of any Temporary Insurance Agreement (TIA) that I may have received in connection with this application, coverage will take effect when the policy is delivered and the entire single premium is paid only if at that time the Proposed Insured is alive, and all answers in this application and on the Statement of Good Health & Insurability that are material to the risk are still true and complete.
- If I have given money and received a TIA, I understand that if the Proposed Insured dies before a policy is delivered; the death benefit will be limited to the TIA coverage limit.
- 5. PLIC may require an attending physician statement, medical records, an underwriting assessment, a medical exam, a Department of Motor Vehicle report or other questionnaire, test or a prescription drug or medication report.
- I must inform the Producer or PLIC in writing of any changes in the health of the Proposed Insured or if any of the statements or answers on this application change prior to delivery of the policy.
- 7. My statements and answers in this application must continue to be true as of the date I receive the policy.
- 8. No Producer is authorized to make or change contracts or insurance policies on the behalf of PLIC and no Producer may alter the terms of this application, the TIA, or the policy, nor does the Producer have the authority to waive any of PLIC's rights or requirements.
- 9. The Producer will receive compensation in connection with the sale of this policy.
- 10. No representation is made that, based on information provided in the application, a particular premium rate, risk category or class will be offered to me. I will review my policy and ask the Producer or PLIC about the specific premium and risk class referenced in my policy.
- 11. I represent that all parties have an insurable interest in the life of the Proposed Insured.
- 12. The policy as applied for in this application will meet my insurance needs and financial objectives based in part upon my age, income, net worth, tax and family status, and any existing insurance policies I own.
- 13. The Proposed Insured received the Disclosure Notice and Privacy Notice Health (HIPAA).
- 14. I HAVE READ the completed Application and all related forms for [Pacific PremierCare] before signing below. All statements and answers on this application are correctly recorded, and are full, complete and true to the best of my knowledge and belief.
- 15. For purposes of this application, the proposed insured is considered the applicant, unless a policyowner is also indicated. In such case, the policyowner is considered the applicant.
- 16. This application will be attached to and made part of the policy.

Inflation Benefit Option
I have reviewed the Outline of Coverage and the graphs that compare the benefits and premiums of this policy with and without inflation protection.
☐ I hereby <b>REJECT</b> the 5% compound Inflation Benefit Option and apply for the Inflation Benefit Option as shown in the Policy Information section, on page 1, question 5.
☐ I hereby <b>REJECT</b> all Inflation Benefit Options, including the 5% compound Inflation Benefit Option.
New Business Bare Stand (For Internal Hot Only)

#### **NEW BUSINESS DATE STAMP (FOR INTERNAL USE ONLY)**

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	FIED ENDOWMENT CONTRACT (N						
•	licy is expected to be or become a MEC: ding Distributions:	Yes (Policyow	ner must initial below)	☐ No			
	tributions from the policy, including those t	aken during the two years pri	or to the policy becomi	ng a MEC, can resu'	It in earlier income taxati	on.	
	tributions include (but may not be limited to				interest not paid when		
	e), surrenders, and cash dividends, and als				10		
	taxable portion of any Distribution taken be MEC owner is not treated as a natural per			the IRS. This 10%	penalty always applies it		
	purposes of determining the taxable portion			MECs issued by the s	same insurance compan	v	
	ne same Policyowner during any calendar				, , , , , , , , , , , , , , , , , , ,	,	
	C will report income relating to such Distrit	outions to the IRS as required	by federal law and reg	julations.			
	nal Information:						
	ce a policy becomes a MEC that status can specific questions regarding the taxation of			VIEC policy will also	be considered a MEC.		
INITIAL HERE	By initialing here, the Policyowner confirms their understanding that the policy to be issued is now or will become a MEC at or after issue, and accepts MEC status for the policy.						
Sign	ATURES						
		yowner confirms they received					
INITIAL HERE	Worksheet, Things You Sh Guide to Long-Term Care	nould Know Before You Buy Lo Insurance.	ng-Term Care Insuranc	e, Life Insurance Buy	er's Guide, and A Shoppe	rs	
	ITERNAL REVENUE SERVICE DOES NO		TO ANY PROVISION	OF THIS DOCUME	NT OTHER THAN THE		
	FICATIONS REQUIRED TO AVOID BAC			! <b>!!!</b> !			
	rson who knowingly and with intent to defi ally false information or conceals for the pu						
	nce act, which is a crime and subjects such			n material tricreto, o	onimito a madadioni		
	are signing on behalf of an entity, you repr			ent and to make the	statements that may be		
	. You further represent that all requiremen		the use of any seal (in	the case of a Corpo	ration) and any authorize	ed	
-	ures (in the case of a Corporation and/or T	•					
SIGNE	ON: If your answers on this application	are incorrect or untrue, PL		t to deny benefits o IGNED AND DATEI			
City	D IN.	State		Date (mm/dd/yyyy)	J ON.		
Oity		Otato		rate (mm/da/yyyy)			
SIGN HERE	Х						
	Proposed Insured's Signature		_				
SIGN HERE	X		SIGN HERE X				
	Policyowner's Signature, if other than		Additional P	olicyowner's Signa	ture & Title,		
	include <b>Title</b> , if Corporation, Trust, or Bu	isiness Entity.	if applicable				
	DUCER'S CERTIFICATION				Yes No	0	
	pes the Insured have any existing life insur	•	•	e?			
2. Do	you know or have any reason to believe t	that a replacement of insuran	ce is involved?				
	ave discussed the appropriateness of repl				if applicable, 🖂 📗	7	
	ave complied with the replacement require				and family	_	
	used upon my review of, among other thing atus, and current plan of insurance, I certify					_	
	ancial objectives, and is consistent with Pl					J	
	d conclusions.	,		,	, , , , , ,		
	st below any other Health Insurance you have		that is currently in force	or purchased within	the last 5 years and no		
lon	nger in force. (If No, explain on an addition		1 1/ (1		D. II. O		
	Company	L Dollov Nijmb	or IVooroti				
	Gompany	Policy Numb	ci i cai oi i	ssue	Policy Status		
	отпрану	Folicy Numb	ei Tearori	ssue	No longer in force		
	Острану	Policy Namb	ei Teal Oil	<u> </u>			
I have				☐ In force	☐ No longer in force		
I have	reviewed the application and all related for			☐ In force☐ In force	☐ No longer in force ☐ No longer in force	<u> </u>	

Soliciting Producer's Signature

#### PACIFIC LIFE INSURANCE COMPANY

[45 Enterprise, Aliso Viejo, CA 92656 (800) 347-7787 www.PacificLife.com]



#### LONG-TERM CARE INSURANCE – OUTLINE OF COVERAGE

Rider Forms R12ABR and R12EBR

**NOTICE TO BUYER:** These Riders may not cover all of the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all Rider limitations.

**CAUTION:** The issuance of this long-term care insurance is based upon your responses to the questions on your application. A copy of your application will be attached to any issued Policy. If your answers are incorrect or untrue, we have the right to deny benefits or rescind your Policy and Riders. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect, contact us at this address: [45 Enterprise, Aliso Viejo, CA 92656].

#### 1. THIS POLICY AND THE RIDERS PROVIDE INDIVIDUAL COVERAGE

The Policy is a flexible premium adjustable life insurance policy with individual long-term care insurance Riders. If the base life insurance Policy is issued, the Accelerated Benefit Rider (ABR) will also be issued. The coverage under the ABR provides two years of long-term care insurance benefits by accelerating payment of the life insurance policy's face amount. The Extended Benefit Rider (EBR) is an optional purchase and provides between one and six years of additional long-term care benefits, depending on the duration elected. You may elect to purchase the Policy and ABR without purchasing the EBR. This outline of coverage describes both the ABR and the EBR (Riders). Capitalized terms used in this outline of coverage are defined in the Definitions section, starting on page 8.

#### 2. PURPOSE OF THE OUTLINE OF COVERAGE

This outline of coverage provides a very brief description of the important features of the coverage. You should compare this outline of coverage to outlines of coverage for other policies available to you. This is not an insurance contract, but only a summary of coverage. Only the individual Policy and Riders contain governing contractual provisions. This means that the Policy and Riders set forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR POLICY AND RIDERS CAREFULLY!** 

#### 3. FEDERAL TAX CONSEQUENCES

These Riders are intended to provide federally tax-qualified long-term care insurance under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. You are advised to consult with a qualified tax advisor.

### 4. TERMS UNDER WHICH YOUR COVERAGE MAY BE CONTINUED IN FORCE OR DISCONTINUED

**RENEWABILITY: THIS COVERAGE IS NONCANCELLABLE** – This means you have the right, subject to the terms of your Policy and Riders, to continue your coverage as long as the one-time premium is paid. We cannot change any of the terms of your coverage on our own and

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cannot require that you pay additional premium after the Riders are issued, including for any Inflation Benefit Option.

**Waiver of Premium** – A waiver of premium provision waives premium payments that become due when an insured is receiving benefits under the coverage. There is no waiver of premium for these Riders because there is only one premium required and it must be paid prior to the coverage being issued. After issue there are no further premiums required that could be waived.

#### 5. TERMS UNDER WHICH WE MAY CHANGE PREMIUMS

We do not have the right to change the premium rates for your coverage. This coverage requires a one-time premium and it must be paid prior to the Policy and Riders being issued. After issue, you will not be required to make any additional premium payments.

### 6. TERMS UNDER WHICH THE POLICY AND RIDERS MAY BE RETURNED AND PREMIUM REFUNDED

The Owner has 30 days from the day the Policy and Riders are received to examine and return them to us if the Owner decides not to keep them. The Owner does not have to tell us the reason for returning the Policy and the Riders. The Policy and Riders can be returned to us at our Administrative Office or to the Producer through whom it was bought. We will refund, directly to the payer, the full amount of any premium paid within 30 days of such a Policy and Rider return and the Policy and Riders will be void from the start.

**Return of Premium Benefit** – The Riders each include a Return of Premium Benefit that is payable if the coverage is surrendered or lapsed. At issue, the Return of Premium Benefit is equal to the premium paid for the ABR or EBR, as shown on the Policy specifications. After issue, the Return of Premium Benefit may be reduced by withdrawals, a Terminal Illness Benefit Payment (available under the terms of the Policy) or benefit payments under the Riders, as described in the Riders.

**Limited Refund on Death** – Some of the premium paid for the Riders may be refunded on the death of the Insured. The amount of refunded premium, if any, will be based on the premium paid for the Riders, adjusted for any death benefit payable under the Policy, benefit payments made under the Riders, Terminal Illness Benefit Payment or withdrawals, as described in the Riders.

#### 7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from us. Neither Pacific Life Insurance Company nor our producers/representatives represent Medicare, the federal government, or any state government.

#### 8. LONG-TERM CARE COVERAGE

Policies of this category are designed to provide coverage for one or more necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home facility, in the community, or in the home.

With the exception of the International Benefit, which applies only to the ABR, this coverage provides reimbursement benefits. Reimbursement benefits reimburse the Owner for long-term care Covered Expenses incurred. The International Benefit under the ABR pays indemnity benefits. Indemnity benefits pay a fixed dollar amount regardless of the amount of expenses incurred. All benefits are subject to limitations, an Elimination Period and other requirements.

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#### 9. BENEFITS PROVIDED BY THE COVERAGE

Benefits are available under the ABR up to the Monthly Maximum Benefit Amount until the Maximum ABR Benefit Limit is reached. The EBR extends most of the benefits provided by the ABR, subject to the Maximum Benefit Amount, until the Maximum EBR Benefit Limit is reached. The Non-Continual Alternative Care Benefit and the Caregiver Training Benefit are subject to lifetime maximums specific to those benefits. You must meet the Eligibility for the Payment of Benefits requirements in order to receive benefits for the following Covered Expenses:

Care Coordination and Care Coordination Benefit – Care Coordination is intended to help identify an Insured's specific care needs and long-term care services and programs available to meet those needs. Care Coordination will provide the Insured with a Care Coordinator who will review the Insured's specific situation and develop Plans of Care to meet the Insured's needs. The Care Coordinator will: assess the Insured's functional, cognitive and personal needs for care and services on an ongoing basis; work with the Insured to determine the specific services the Insured requires; develop and suggest initial and subsequent Plans of Care to assist the Insured in meeting the Insured's needs; coordinate and monitor the Insured's care needs on an ongoing basis to help the Insured receive appropriate care; and help the Insured arrange for care.

Care Coordination provided by us does not require a claim for benefits and does not count against the Monthly Maximum Benefit Amount and Maximum Benefit Limits. Care Coordination not performed by us requires a claim for Care Coordination Benefits, which counts against the Monthly Maximum Benefit Amount and Maximum Benefit Limits. Benefits are payable for Covered Expenses the Insured incurs for Care Coordination not performed by us during the Policy month up to the Monthly Maximum Benefit Amount.

Nursing Home Benefit – Benefits are payable for Covered Expenses the Insured incurs during Confinement in a Nursing Home Facility, which include: room and board; ancillary services such as therapy services; patient supplies; Hospice Care and Respite Care; and bed reservation to keep the Insured's bed in the facility while the Insured is absent for any reason except discharge. Covered Expenses also include Hospice Care provided by a Hospice Care Facility. Covered Expenses do not include expenses the Insured incurs for drugs or any charges for comfort and convenience such as televisions, telephones, beauty care, entertainment and guest meals. Benefits are payable for the Covered Expenses the Insured incurs in a Nursing Home Facility up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. There is a maximum benefit for bed reservation of 30 days per Policy year. If the Insured is not a Chronically III Individual each day of the Policy month, the Nursing Home Benefit will be prorated.

Assisted Living Facility Benefit – Benefits are payable for Covered Expenses the Insured incurs during Confinement in an Assisted Living Facility, which include: room and board; ancillary services such as therapy services; patient supplies; Hospice Care and Respite Care; and bed reservation to keep the Insured's bed in the facility while the Insured is absent for any reason except discharge. Covered Expenses do not include expenses the Insured incurs for drugs or any charges for comfort and convenience such as televisions, telephones, beauty care, entertainment and guest meals. Benefits are payable for the Covered Expenses the Insured incurs in an Assisted Living Facility up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. There is a maximum benefit for bed reservation of 30 days per Policy year. If the Insured is not a Chronically III Individual each day of the Policy month, the Assisted Living Facility Benefit will be pro-rated.

**Home and Community Care Benefit** – Benefits are payable for Covered Expenses the Insured incurs for Home and Community Care, which include the following services when provided by a Home Health Care Agency or by an Independent Provider: Home Health Care Services;

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Maintenance or Personal Care Services; Hospice Care; and Respite Care. Covered Expenses also include Adult Day Care provided by an Adult Day Care Center. Benefits are payable for the Covered Expenses the Insured incurs for Home and Community Care up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits. If the Insured is not a Chronically III Individual each day of the Policy month, the Home and Community Care Benefit will be prorated.

International Benefit - The International Benefit is included as part of the ABR only and is not available under the EBR. The Insured is eligible to receive the full Monthly Maximum ABR Benefit Amount when Confined in a Nursing Home Facility outside the United States. No other benefit is payable under the ABR during any Policy month for which the Insured receives the International Benefit. This cash benefit will be available beginning on the date the Insured first satisfies the Eligibility for Payment of Benefits requirements and is Confined to a Nursing Home Facility outside the United States. Certification that the Insured is a Chronically III Individual shall be performed by a Licensed Health Care Practitioner. The Insured must provide written proof, in English, that the Insured is a Chronically III Individual and is Confined in a Nursing Home Facility outside the United States in order to receive this benefit. For proof of this, we will accept a bill from the Nursing Home Facility, and such proof shall be provided monthly. The Insured must provide written proof every 90 days, in English, that the Insured is a Chronically III Individual. The cost for providing any proof required for this benefit is the responsibility of the Owner. We must be notified in advance to receive the International Benefit and such notice must be made in writing and in English. Each month the Insured is eligible for the International Benefit, benefits are payable in the amount of the Monthly Maximum ABR Benefit Amount. If the Insured is not a Chronically III Individual each day of the Policy month, the International Benefit will be pro-rated. All benefit payments will be made in U.S. dollars.

Alternative Care Benefit – We reserve the right to authorize benefits for providers, treatments or services not otherwise specified in the Riders. Benefits and services can be authorized if we determine that they: are cost-effective; are appropriate to the Insured's needs; are consistent with general standards of care; provide the Insured with an equal or greater quality of care; and are for and constitute Qualified Long-Term Care Services. Any benefits, treatments or services we authorize must also be agreed to by the Owner, the Insured or his Representative and, if appropriate, the Insured's Physician. We reserve the right to decline to authorize benefits and services. Benefits are payable for the Covered Expenses the Insured incurs for the Alternative Care Benefit up to the Monthly Maximum Benefit Amount and the Maximum Benefit Limits.

**Non-Continual Alternative Care Benefit** – Benefits are payable for Covered Expenses the Insured incurs for Home Modification and Durable Medical Equipment up to the Non-Continual Alternative Care Benefit Lifetime Maximum.

Home Modification – The Non-Continual Alternative Care Benefit is payable if Home Modification is recommended by a Care Coordinator in the Insured's Plan of Care and is mutually agreeable to the Owner, the Insured and us as a cost-effective alternative to benefits otherwise provided by the Riders. Covered Expenses for Home Modification means the cost of Home Modification if the Insured's Care Coordinator finds that modification to your Home is a cost effective alternative method of care and recommends the modification. We will pay the actual charges incurred for labor, equipment, and supplies for modifications to the Insured's Home that will enhance the Insured's ability to perform the Activities of Daily Living and allow the Insured to remain in the Insured's Home safely.

**Durable Medical Equipment** – The Non-Continual Alternative Care Benefit is payable if the use of Durable Medical Equipment is specified in the Insured's Plan of Care and is mutually agreeable to the Owner, the Insured and us as a cost-effective alternative to benefits otherwise provided by the Riders. Covered Expenses for Durable Medical Equipment are

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the rental charges for Durable Medical Equipment that is normally rented on a daily or weekly basis or the purchase price of such equipment if it is more cost-effective to purchase such equipment and it is specified in your Plan of Care. We will decide whether a rental or purchase of the Durable Medical Equipment is more appropriate.

Caregiver Training Benefit – Caregiver Training Benefits are payable for Covered Expenses the Insured incurs for training a person (family or friend) to be an Informal Caregiver to provide care for the Insured in the Insured's Home. Covered Expenses for Caregiver Training means expenses the Insured incurs for Caregiver Training in the proper use and care of a therapeutic device or an appropriate caregiving procedure. We will not pay for training provided to someone who will be paid to care for the Insured. The training cannot be received when the Insured is Confined in a hospital, Assisted Living Facility, Hospice Care Facility, or Nursing Home Facility, unless it is reasonably expected that the training will make it possible for the Insured to return to Home where the Insured can be cared for by the person receiving the training. Benefits are payable for the Covered Expenses the Insured incurs for Caregiver Training up to the Caregiver Training Benefit Lifetime Maximum.

**Nonforfeiture Benefit of the EBR** – Upon lapse of the EBR, the Owner is eligible for a Nonforfeiture Benefit of either the Return of Premium Benefit, as described above under section 6, or a limited amount of paid-up long-term care benefits, as described in the EBR.

#### **ELIGIBILITY FOR THE PAYMENT OF BENEFITS**

To be eligible for benefits under the coverage, we must verify that the Insured is a Chronically III Individual, as certified by a Licensed Health Care Practitioner within the past 12 months. In addition:

- The cost incurred is a Covered Expense under the coverage and the service for such Covered Expense is provided pursuant to a written Plan of Care for the Insured that is appropriate and consistent with generally accepted standards of care for persons who are Chronically III Individuals;
- Coverage under the Riders must be in force on the dates the care is received;
- The Insured must not have exhausted the applicable limits on the specific benefits claimed, or the Maximum Benefit Limit;
- The Insured must meet the additional requirements for the specific benefits claimed; and
- The Insured must satisfy the applicable Elimination Period.

Long-Term Care Benefits	<b>Elimination Period</b>
Alternative Care Benefit:	[0] Days
Assisted Living Facility Benefit:	[90] Days
Care Coordination Benefit:	[0] Days
Caregiver Training Benefit:	[0] Days
Home and Community Care Benefit:	[0] Days
International Benefit:	[90] Days
Non-Continual Alternative Care Benefit:	[0] Days
Nursing Home Benefit:	[90] Days

#### 10. EXCLUSIONS AND LIMITATIONS

**Pre-Existing Conditions** – We will not reduce or deny any claim under the Riders because of a sickness or physical or medical condition disclosed on the application.

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**Non-eligible Facilities and Providers** – Any facility or provider for a given benefit that does not fall within the "Definitions" section, starting on page 8, would be a non-eligible facility or provider for that benefit.

**Non-eligible Levels of Care** – Coverage does not include any services that do not constitute Qualified Long-Term Care Services. Care from family members is covered only where specifically indicated below in Exclusions/Exceptions and Limitations.

**Exclusions/Exceptions and Limitations –** We will not pay benefits for any room and board, care, treatment, services, equipment, or other items for:

- Care or services provided by the Insured's Immediate Family unless:
  - he or she is a regular employee of an organization which is providing the treatment, service or care; and
  - o the organization receives the payment for the treatment, service or care;
- Care or services for which no charge is normally made in the absence of insurance;
- Care or services provided outside the United States of America, except as described in the International Benefit;
- Care or services that result from an attempt at suicide (while sane or insane) or an intentionally self-inflicted injury;
- Treatment provided in a government facility (unless otherwise required by law);
- Services for which benefits are available under Medicare (including amounts that would be reimbursable but for the application of a deductible or coinsurance amount) or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
- Services received while the Riders are not in force, except as provided in the provision.

**Non-Duplication** – We will not pay benefits for any amount that would be reimbursable under Medicare or any other plan or program but for the application of a deductible or coinsurance amount. We will pay the difference between the actual expense and the benefits payable by Medicaid or private insurance, but our payment will not exceed the amount we would have paid in the absence of such other insurance. However, if the Insured's Medicaid or private insurance denies payment for a service that we cover, we will pay the benefit as outlined in the Rider.

**Duration** – The ABR provides two years of long-term care benefits. The EBR provides between one and six years of additional long-term term care benefits, depending on the duration elected. These durations may increase or decrease depending on how the Policy and Rider benefits are used.

### THIS COVERAGE MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

#### 11. RELATIONSHIP OF COST OF CARE AND BENEFITS

Because the costs of long-term care services will likely increase over time, consider whether and how the benefits of this coverage may be adjusted. One of the available Inflation Benefit Options may be elected at the time of purchase to increase the coverage. While the Insured will be underwritten in order to purchase the coverage, once the Inflation Benefit Option is in effect, no further underwriting is required. There is a premium charge for including any Inflation Benefit Option in the coverage. The premium charge varies depending on which Inflation Benefit Option is elected.

Unless rejected, one of the following will apply to the Riders:

5% Compound Inflation Benefit Option

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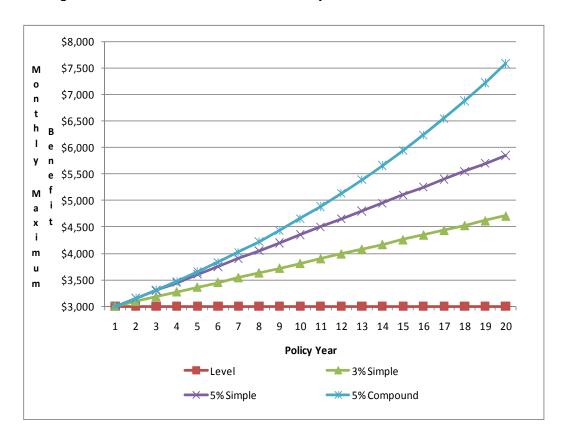
- 5% Simple Inflation Benefit Option
- 3% Simple Inflation Benefit Option

**Simple Inflation Benefit Option (3% or 5%)** – If this Option is in effect, the Monthly Maximum Benefit Amount will be increased on each Policy anniversary by an amount equal to the selected percentage of the initial Monthly Maximum Benefit Amount. The Maximum Benefit Limits will be increased by the same proportion as the Monthly Maximum Benefit Amount.

**Compound Inflation Benefit Option (5%)** – If this Option is in effect, the Monthly Maximum Benefit Amount will be increased on each Policy anniversary by an amount equal to 5% of the Monthly Maximum Benefit Amount in effect immediately prior to the increase. The Maximum Benefit Limits will also be increased on each Policy anniversary by an amount equal to 5% of the Maximum Benefit Limits in effect immediately prior to the increase.

#### INFLATION PROTECTION – GRAPHIC COMPARISONS

The following chart compares and contrasts benefit levels for coverage with no inflation protection and coverage with the 3% simple, 5% simple and 5% compound Inflation Benefit Options offered with the coverage. The chart assumes an initial Monthly Maximum Benefit Amount of \$3,000.



The following chart shows a relative cost comparison of total premiums with and without an Inflation Benefit Option. At each issue age and gender combination, the chart shows the total premium with the Inflation Benefit Option divided by the total premium without the Inflation Benefit Option. For example, total premiums for a 35 year old female single non-smoker for coverage with the 5% simple Inflation Benefit Option will cost 161% of the total premiums for coverage with no Inflation Benefit Option. The chart assumes a 2 year ABR and 2 year EBR were elected.

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		Inflat	Inflation Option for 4 Year LTC Benefit				
					5%		
Issue Age	Gender	None	3% Simple	5% Simple	Compound		
35	Male	100%	125%	154%	232%		
33	Female	100%	130%	161%	388%		
45	Male	100%	126%	156%	196%		
75	Female	100%	133%	163%	324%		
55	Male	100%	124%	151%	180%		
33	Female	100%	128%	153%	277%		
65	Male	100%	124%	145%	172%		
03		127%	149%	263%			
75	Male	100%	122%	139%	159%		
7.5	Female	100%	141%	166%	231%		

#### 12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS

Once an Insured's application is approved, coverage is provided for an Insured who is a Chronically III Individual as a result of Alzheimer's disease or any related degenerative and dementing illnesses.

#### 13. PREMIUM

The one-time premium for the coverage will be determined based on the amount of coverage, the Inflation Benefit Option elected, if any, and the Insured's issue age and gender as described in the application and illustrated in the chart in section 11.

#### **14. ADDITIONAL FEATURES**

**Underwriting** – We will underwrite the Insured's application by reviewing one or more of the following: the information submitted on the application; an attending Physician's report; copies of the Insured's medical records; a medical evaluation; a telephone interview; and an in-person interview.

Added Protection Against Lapse – If the Insured's coverage terminates due to lapse, we will provide a retroactive continuation of coverage if within five (5) months of the termination date the Insured provides us with proof the Insured was a Chronically III Individual, beginning on or before the termination date. All past due premiums, outstanding Policy Debt prior to the date of lapse and any amount refunded due to lapse in connection with the Rider Return of Premium Benefit must be paid. In that event, the Policy and Riders will be reinstated as of the date of that termination without interruption of insurance for that period.

15. CONTACT THE STATE AGENCY LISTED IN A SHOPPER'S GUIDE TO LONG-TERM CARE INSURANCE IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT THE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LONG-TERM CARE INSURANCE COVERAGE.

#### **DEFINITIONS**

In this section, we define certain terms used throughout this Outline of coverage. Defined terms are usually capitalized to show emphasis.

ABR - means the Accelerated Benefit Rider.

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**Activities of Daily Living –** means the following self-care functions:

**Bathing** – Washing oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.

**Continence** – The ability to maintain control of bowel and bladder function, or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag.)

**Dressing** – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

**Eating** – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by a feeding tube or intravenously.

**Toileting** – Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

**Transferring** – Moving into or out of a bed, chair or wheelchair.

**Adult Day Care** – means a state licensed or certified program for a specified number of individuals providing social or health-related or both types of services during the day in a community group setting for the purpose of supporting frail, impaired elderly or other disabled adults who can benefit from care in a group setting outside the Home.

**Adult Day Care Center** – means a facility that is licensed or certified to provide a planned program of Adult Day Care services by the state in which it operates. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Adult Day Care services in a protective setting and under appropriate supervision, including personal, social, and related supportive services that are designed to meet the needs of functionally or cognitively impaired adults through an individualized service plan;
- Operates on less than a 24-hour basis;
- Keeps written record of services for each person; and
- Has established procedures for obtaining appropriate aid in the event of a medical emergency.

**Assessment** – means an evaluation done by a Licensed Health Care Practitioner to determine or verify that the Insured is a Chronically III Individual. The Assessment uses generally accepted tests and instruments that use objective measures and produce verifiable results.

**Assisted Living Care** – means personal/custodial monitoring and assistance with Activities of Daily Living provided in a residential setting in a state licensed or certified facility.

**Assisted Living Facility** – means a facility that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing ongoing Assisted Living Care and related services. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Assisted Living Care on a continuous 24-hour basis sufficient to support the needs resulting from the inability to perform Activities of Daily Living or from a Severe Cognitive Impairment;
- Has trained and ready-to-respond personnel actively on duty in the facility at all times to provide the services and care;
- Makes and keeps records of all care and services provided to each resident;
- Provides at least three meals a day and accommodates special dietary needs;
- Provides residential services and Maintenance or Personal Care Services for at least six inpatients in one location;

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- Has formal arrangements with a Physician or Nurse to furnish medical care in case of an emergency; and
- Has appropriate procedures to provide onsite assistance with prescription medications.

An Assisted Living Facility is not: a hospital; clinic; a place that operates primarily for the treatment of alcoholism, drug addiction or Mental or Nervous Disorders; a Nursing Home Facility; a Hospice Care Facility; an individual residence; an independent living unit; or a group living situation that fails to meet the above requirements.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as an Assisted Living Facility only if it is engaged primarily in providing care and services that meet all of the above criteria.

**Care Coordination** – means identifying a person's functional, cognitive, personal, and social needs for care and services and can help link the person to a full range of appropriate services.

**Care Coordination Provider** – means an agency, entity or person that provides Care Coordination and meets certain standards that pertain to staffing requirements, quality assurance, agency functions, reporting and records maintenance requirements.

**Care Coordinator** – means a Licensed Health Care Practitioner employed by or under contract to a Care Coordination Provider who is qualified by training and experience to assess and coordinate the overall care needs of a person who is a Chronically III Individual.

**Chronically III Individual –** means the Insured has been certified by a Licensed Health Care Practitioner as:

- Being unable to perform (without substantial assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- Requiring Substantial Supervision to protect the individual from threats to health and safety due to Severe Cognitive Impairment.

A Chronically III Individual shall not include an Insured who otherwise meets these requirements unless within the preceding twelve-month period a Licensed Health Care Practitioner has certified that the Insured meets these requirements.

**Confinement or Confined** – means the Insured is a resident in a Nursing Home Facility, an Assisted Living Facility or a Hospice Care Facility for a period for which a room and board charge is made.

**Covered Expenses** – means costs incurred by the Insured for Qualified Long-Term Care Services and for which a benefit is payable under the ABR or EBR. Each benefit section defines its own Covered Expenses.

**Durable Medical Equipment** – means equipment included in the Plan of Care which:

- Can enhance the Insured's abilities to perform Activities of Daily Living;
- Is functionally necessary and not just for the Insured's convenience;
- Is designed for repeated and prolonged use; and
- Is suited for use in the Home.

Infusion pumps, special hospital-style beds, walkers or wheelchairs are examples of types of equipment that may be considered Durable Medical Equipment. Durable Medical Equipment does not include any drug, medicine or equipment implanted in the Insured's body, temporarily or

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permanently. Also not included is any Home Modification, motorized scooter, or sporting, protective, athletic or exercise equipment.

EBR - means the Extended Benefit Rider.

**Elimination Period** – means the total number of days that the Insured is a Chronically III Individual before benefits are payable. Each occurrence of days counted towards satisfying the Elimination Period begins on the first day that the Insured is a Chronically III Individual and incurs Covered Expenses. The Insured is not required to continue to incur Covered Expenses during that occurrence to satisfy the Elimination Period. The days do not have to be consecutive; days over separate occurrences may accumulate towards satisfying the Elimination Period. An occurrence ends when the Insured is no longer a Chronically III Individual.

The Elimination Period need only be met once during the Insured's lifetime. The Elimination Period is shown on the Policy Specifications.

Any days for which benefits have been paid by Medicare or other insurance for covered Qualified Long-Term Care Services otherwise covered by this Rider will count towards the applicable Elimination Period.

Days may be accumulated before the filing of a claim if we can establish that the Insured met these requirements before the filing of a claim. However, in no case will the Elimination Period start date be more than:

- 90 days prior to the date the Owner or Insured contacts us for a loss related to the Insured's inability to perform Activities of Daily Living; or
- 365 days prior to the date the Owner or Insured contacts us for a loss due to Severe Cognitive Impairment.

**Hands-On Assistance** – means physical assistance (minimal, moderate or maximal) without which the individual would not be able to perform an Activity of Daily Living.

**Home** – means the Insured's domicile. Home does not include:

- A Nursing Home Facility, Assisted Living Facility or Hospice Care Facility;
- A hospital; or
- Any other institutional setting.

**Home and Community Care** – means services for which benefits are payable under the Home and Community Care Benefit.

**Home Health Care Agency** – means an entity that is licensed or certified to provide Home Health Care Services or Maintenance or Personal Care Services for compensation by the state in which it operates, where required, and employs staff who are qualified by training or experience to provide such care. If the state does not license or certify such entities, then it must be operated pursuant to law and meet all of the following standards:

- Be supervised by a qualified professional such as a Registered Nurse, a licensed social worker, or a Physician;
- Keep clinical records, which include daily records of care provided to its clients, and care plans on all patients; and
- Provide ongoing supervision and training to its employees appropriate to the services to be provided.

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**Home Health Care Services** – means medical and non-medical services, provided to ill, disabled or infirm persons in their residences. Such services may include Homemaker Services, assistance with Activities of Daily Living and Respite Care.

**Home Modification** – means the labor, equipment, and supplies used to make changes in the Insured's Home. These changes must be designed to:

- Enhance the Insured's ability to perform Activities of Daily Living; and
- Allow the Insured to live safely and independently in his or her Home.

Examples include installation of a ramp in the Home or grab bars in the bathroom. It cannot include home repair, remodeling, or installation of a hot tub, swimming pool, or jacuzzi or other similar items or services.

**Homemaker Services** – means assistance with activities necessary to or consistent with the Insured's ability to live safely and independently in his or her Home.

**Hospice Care** – means services designed to provide palliative care and alleviate the Insured's physical, emotional and social discomforts if he or she is Terminally III and in the last phases of life.

**Hospice Care Facility** – means a facility that is appropriately licensed or certified to provide Hospice Care in the state in which it operates. If the state does not license or certify such entities, then it must be operated pursuant to law and provide a formal Hospice Care program directed by a Physician on an inpatient basis. Hospice Care Facility does not mean a hospital or clinic, a community living center or a place that provides residential care only.

**Immediate Family** – means the Insured's Spouse and the parents, brothers, sisters and children of either the Insured or the Insured's Spouse by blood, adoption or marriage.

**Independent Provider** – means an individual who is not employed by a Home Health Care Agency but is properly licensed or certified, in states where required, or trained to provide Home Health Care Services or Maintenance or Personal Care Services.

**Informal Caregiver** – means the person who has responsibility for providing nonprofessional care on an unpaid basis for the Insured in the Insured's Home. A person who is paid to care for the Insured cannot be an Informal Caregiver.

**Licensed Health Care Practitioner** – means a physician, as defined in Section 1861(r)(1) of the Social Security Act, a registered professional nurse, licensed social worker or other individual who meets such requirements as may be prescribed by the Secretary of the Treasury of the United States. A Licensed Health Care Practitioner does not include anyone who is an Immediate Family member.

**Maintenance or Personal Care Services** – means any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which the Insured is a Chronically III Individual. This includes protection from threats to health and safety due to Severe Cognitive Impairment.

**Maximum Benefit Limit** – is the total amount of lifetime benefits payable under the ABR or EBR, as applicable, as described in the ABR or EBR.

**Medicare** – means Title I, Part I of Public Law 89-97, as Enacted by the Eighty-Ninth Congress of the United States of America and popularly known as the Health Insurance for the Aged Act, as then constituted and any later amendments or substitutes thereof.

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**Mental or Nervous Disorder** – means neurosis, psychoneurosis, psychopathology, psychosis, or mental or emotional disease or disorder, as classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association. If the DSM is discontinued or replaced, the diagnostic manual in use by the American Psychiatric Association as of the date of the Insured's illness will be used.

**Monthly Maximum Benefit Amount** – is the total amount of monthly benefits payable under the ABR or EBR, as applicable.

**Nurse** – means someone who is licensed as a Registered Nurse, Licensed Practical Nurse, or Licensed Vocational Nurse and is operating within the scope of that license.

**Nursing Home Care** – means nursing care and related services provided on an in-patient basis by a state licensed or certified facility, other than a hospital (except for an area of a hospital or unit that is licensed or certified as a nursing care facility and that is not providing acute care).

**Nursing Home Facility** – means a facility or distinctly separate part of a hospital or other institution that is appropriately licensed or certified or complies with the state's facility licensing requirements to engage primarily in providing Nursing Home Care to inpatients under a planned program supervised by a Physician. If the state does not license or certify such facilities, then it must be operated pursuant to law and meet all of the following standards:

- Provides Nursing Home Care to inpatients under a planned program supervised by a Physician;
- Provides 24 hour-a-day nursing care by a Nurse under the supervision of a Registered Nurse or a Physician;
- Has formal arrangements with a Physician to furnish medical care in case of an emergency;
- Maintains a daily medical record of each inpatient; and
- Provides nursing care at skilled, intermediate, or custodial levels.

Nursing Home Facility also means a facility that is licensed as a specialized Alzheimer's Unit or Memory Care Unit in all states where such licensure exists.

A Nursing Home Facility is not:

- A hospital or clinic;
- A place which operates primarily for the treatment of alcoholism, drug addiction, or Mental or Nervous Disorders;
- An Assisted Living Facility:
- A Hospice Care Facility;
- An adult residential care home;
- A domiciliary care facility;
- The Insured's primary place of residence in an area used principally for independent residential living; or
- A similar establishment.

If a facility has multiple licenses, a portion, wing, ward, or unit will qualify as a Nursing Home Facility only if it:

- Meets all of the above criteria:
- Is authorized to provide nursing care to inpatients; and
- Is engaged principally in providing such nursing care in accordance with that license.

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**Physician** – (as defined in Section 1861(r)(1) of the Social Security Act) – means a doctor of medicine or osteopathy legally authorized to practice medicine and surgery by the state in which he or she performs such function or action.

**Plan of Care** – means a written individualized plan of services, which we verify as appropriate and consistent with generally accepted standards, prescribed by a Licensed Health Care Practitioner. It specifies the Insured's long-term care needs and the type, frequency, and providers of the services appropriate to meet those needs and the costs, if any, of those services.

**Policy** – means the flexible premium adjustable life insurance policy Form P12PPC to which the Riders are attached.

**Qualified Long-Term Care Services** – means services that meet the requirements of Section 7702B(c)(1) of the Internal Revenue Code of 1986, as amended, as follows: necessary diagnostic, preventative, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a Chronically III Individual and are provided pursuant to a plan of care prescribed by a Licensed Health Care Practitioner.

**Respite Care** – means supervision and care the Insured receives while the family or other individuals who normally provide substantial amounts of care on a daily basis take short-term leave or rest that provides them with temporary relief from the responsibilities of providing care.

Riders - means the ABR and the EBR.

**Severe Cognitive Impairment** – means a deficiency in an individual's short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

**Standby Assistance** – means the presence of another person, within arm's reach of the Insured, which is necessary to prevent, by physical intervention, the Insured's injury while the Insured is performing an Activity of Daily Living.

**Substantial Assistance –** means either Hands-on Assistance or Standby Assistance.

**Substantial Supervision** – means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the Insured from threats to the Insured's health or safety (including, but not limited to, such threats as may result from wandering.)

**Terminally III** – means the Insured has a life expectancy of 12 months or less, as certified by a Physician.

**Terminal Illness Benefit Payment –** means the actual dollar amount of benefit received under the Terminal Illness Benefit of the Policy.

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Location	Factor	Sample Value	Range	Conditions
Cover	Company contact information	45 Enterprise, Aliso Viejo, CA 92656, www.pacificlife.com, (800) 347-7787.	Company address, web site, telephone number	Reflects the current address, web site and phone number of company
Cover	Officers	James T. Morris Jane M. Guon	Signatures of officers	Reflects the current holders of the titles indicated below the signatures
Cover	Insured	Jane Doe	Insured's name	Owner's choice
Cover	Owner	Leland Stanford	Owner's name	Owner's choice
Cover	Policy Number	LTC6999990	Administrative system assigns	Administrative system assigns
Cover	Policy Date	February 1, 2013	Date policy is in force	Administrative system assigns
Cover	State Department of Insurance Phone Number	(XXX) XXX-XXXX	Current Dept. of Ins. phone number	Administrative system assigns
Cover	Marketing Name	PPCA	Marketing abbreviation	Marketing decision
Page 3.0	Policy Number	LTC6999990	Administrative system assigns	Administrative system assigns
Page 3.0	Extended Benefit Rider	R12EBR Extended Benefit Rider	Present or not present	Owner's choice
Page 3.0	Insured	Jane Doe	Insured's name	Owner's choice
Page 3.0	Owner	Leland Stanford	Owner's name	Owner's choice
Page 3.0	Policy Date	February 1, 2013	Date policy is in force	Administrative system assigns
Page 3.0	Sex and Age	Female 35	Male and Female Issue ages 30-75	Administrative system assigns
Page 3.0	Risk Class	Nonsmoker with Couples Discount	Smoker or Nonsmoker Couples Discount displays only when a couples discount is assigned. It does not display when there is not a couples discount.	Underwriter assigns
Page 3.0	Net Amount at Risk Factor	1.0028709	1.0016516 to 1.0048676	May change after an actuarial pricing evaluation. Any such change will apply to new issues.

November 2012

Location	Factor	Sample Value	Range	Conditions
Page 3.0	MEC Status	This Policy is a Modified Endowment Contract	This phrase will display if the policy is a MEC, according to Code Section 7702A. Nothing will display if the policy is not a MEC according to Code Section 7702A.	System calculates
Page 3.0	7 Pay Premium	7 Pay Premium \$1,772.13	The 7 Pay Premium will display only if the policy is not a MEC. If the policy is a MEC, the 7 Pay Premium will not display.	System calculates
Page 3.0	Guaranteed Annual Interest Rate	3.50%	2% to 6% If the GAIR changes within this range, we will submit the change for review.	Market conditions may require rate to be adjusted. Any such change will apply to new issues.
Page 3.0	Maximum Premium Load Rate	4.00%	1% to 9% If the MPLR changes within this range, we will submit the change for review.	Market conditions may require rate to be adjusted. Any such change will apply to new issues.
Page 3.0	Table of Surrender Charge Factors	Initial Amount - \$378.50 Reduction Factor - \$75.70	These amounts vary by issue age, gender and risk class	System calculates
Page 3.0	Surrender Charge Periods	Level Period - 5 Years Surrender Charge Period - 10 Years	0 to 20 years	May change after an actuarial pricing evaluation. Any such change will apply to new issues.
Page 3.0	Maximum Monthly Coverage Charge	Years 1-10 - \$9.25 Year 11+ - \$0.00	These amounts vary by issue age, gender and risk class.	System calculates
Page 3.1	Policy Number	LTC6999990	Administrative system assigns	Administrative system assigns
Page 3.1	Face Amount (Life Coverage)	\$25,000	The minimum face amount is \$25,000. Pacific Life may, from time to time, establish a minimum face in excess of \$25,000 for current sales, on a non-discriminatory basis. The maximum face amount is established by Pacific Life's internal retention, financial and capacity rules, along with reinsurance availability.	Owner's choice

Location	Factor	Sample Value	Range	Conditions
Page 3.1	Limited Refund on Death		The Limited Refund on Death will be present or not present. It will be present if the premium paid is greater than the Death Proceeds. The following will display on the specifications page: Limited Refund on Death \$XX,XXX The Limited Refund on Death will be zero unless the total premium (Life + ABR + EBR) is greater than the policy Death Proceeds. This will typically only apply at older ages with one of the inflation options.	System Calculates
Page 3.1	Death Proceeds	\$25,000.00	This amount is the total of the Face Amount.	System calculates
Page 3.1	Life Coverage	\$6,707.00	This is a single premium based on the filed premium rates.	System calculates
Page 3.1	Accelerated Benefit Rider (ABR)	\$3,007.75	This is a single premium based on the filed premium rates.	System calculates
Page 3.1	Extended Benefit Rider (EBR)	\$1,999.00	This is a single premium based on the filed premium rates. This amount displays only if the owner applies for the EBR rider.	System calculates
Page 3.1	Total Premium	\$11,713.75	The sum of Life Coverage and Rider premiums.	System calculates
Page 3.1	Return of Premium Benefit	\$11,713.75	The total of all premiums.	System calculates

Location	Factor	Sample Value	Range	Conditions
Page 3.1	Maximum ABR Benefit Limit	2 Years \$25,000.00	The ABR duration has been bracketed as a placeholder to support a potential range in the future. At such time, all other related documentation would be filed for review.  Maximum amount that can be paid during the entire benefit period. This includes benefits subject to the Maximum Monthly ABR Benefit as well as benefits paid for Caregiver Training, Home Modification or Durable Medical Equipment.	System calculates
Page 3.1	Maximum EBR Benefit Limit	4 Years \$50,000.00	1-6 years This includes benefits subject to Maximum Monthly EBR Benefit as well as benefits paid for Caregiver Training, Home Modification or Durable Medical Equipment	Owner's choice Maximum calculated by the system
Page 3.1	Minimum Inflation Benefit Option	\$5,625.00	This benefit is optional and displays only if the owner applies for this	Owner's choice
Page 3.1	Total Long Term Care Benefit	6 Years	2-8 years	Owner's choice
Page 3.1	Total Long Term Care Benefit	\$80,625.00	This is the sum of the benefit amounts listed above this total	System calculates
Page 3.1	Monthly Maximum ABR[and EBR] Benefit Amount	\$1,041.67	EBR displays only if the owner applied for this benefit. If not applied for, the words 'and EBR' will not display. The benefit amount is the result of the ABR Benefit Limit divided by the number of months of the ABR Benefit Duration.	System calculates
Page 3.1	Automatic Inflation Option	Rejected 3% Simple	Displays Rejected if the owner does not apply for this option. If owner applies for this option, one of the following will display: 3% Simple 5% Simple 5% Compound	Owner's choice

November 2012 Page 4 of 5

Location	Factor	Sample Value	Range	Conditions
Page 3.1	LTC Benefits Alternative Care Benefit Residential Care Living Facility Benefit Caregiver Training Benefit Home and Comm. Care Bene. International Benefit Non-Contin. Alt. Care Benefit Nursing Home Benefit	0 Days 90 Days 0 Days 0 Days 90 Days 0 Days 90 Days	0-90 days	May change after an actuarial pricing evaluation. Any such change will apply to new issues.
Page 3.1	Non-Continual Alternative Care Benefit Lifetime Maximum Caregiver Training Benefit Lifetime Maximum	and EBR	Present or not, depending whether the owner applied for EBR	Administrative system adds
Page 4.0	Policy Number	LTC6999990	Administrative system assigns	Administrative system assigns
Page 4.0	Insured	Jane Doe	Insured's name	Owner's choice
Page 4.0	Table of COI Rates for Life Coverage	2001 CSO Mortality Table	Monthly Rate varies, based upon Risk Class. Note: Guaranteed COI rates based upon 2001 CSO mortality table	System calculates



#### **PACIFIC LIFE INSURANCE COMPANY**

Express Mail to: Life Insurance Division 1299 Farnam Street 4th Floor, Omaha, NE 68102 Fax to: (866) 964-4860 • (800) 347-7787 • www.PacificLife.com

### PACIFIC PREMIERCARE TICKET

1. Proposed Insured Information	TION						
First Name	MI	Last Name		Other	names used	in last 5 years	
Address: Street			City			State	Zip Code
Date of Birth Place of Birth (Sta	te/Country)	SSN		E-mai	Address		
Gender: Male Female			Ciga	rette Smoker: 🔲 No	Y€	es	
Married (or in a civil union or domestic part If "yes" and spouse/partner will also apply to	nership)? [ for Pacific P	☐ No ☐ ☐ remierCare, prov	] Yes ide the	ir name:			
2. INTERVIEW CONTACT INFORMA	,	ephone # where I Alternate Numbe		ed Insured can be re	, DC	st time to call for i Morning  ☐ Afterr	
3. Policy Information	Tł	ne Policyowner w	ill sign	the Application for P	acific Premie	rCare in the state	of
Policyowner Name (If other than Proposed	Insured)				Date of Bi	rth SSN/	TIN
Relationship To Proposed Insured		Polic	yowne	r E-mail Address			
Primary Beneficiary Name		% St	nare	Relationship To Pr	oposed Insur	red Date of Tru	ust
Primary Beneficiary Name			nare	Relationship To Pr	oposed Insur	red Date of Tru	ıst
\$	-	•	greeme	ent (TIA) submitted w	ith this Ticke	t? □ No	☐ Yes
	Amount Su						
Long-Term Care (LTC) Benefit Duration: Inflation Benefit Option: ☐ 3% Simple		! Years □ 3 Ye 5% Simple	ars [	☐ 4 Years ☐ 5 Ye ☐ 5% Compound		Years ☐ 7 Yea eject All Inflation B	<del>_</del>
4. Existing Insurance And Re	PLACEME	NT INFORMAT	ION				
Any existing life or annuity coverage, include	•	•	e? 🗌			swers or any polic	
Any Replacements? (Check all that apply)		_ ,				lete applicable re	
Any 1035 Exchanges? *If replacing a variable life or annuity contra	☐ No	Yes	nronri			Assignment forms	
<b>5. COMMISSION AND CASE CONT</b> address are needed to communicate with y		•	additio	onal sheet if more tha	an 2 Produce	rs. Telephone # a	nd E-mail
Producer's Name First MI	Last	(Print)		SSN/TII	1	SAID Code	Commission %
		,					
Contact Name (If other than producer)	Telephone	e # (Required)	Fax #	!	E-mail Addre	ess (Required)	
6. SIGNATURE							
I have personally met with and verified I reviewed the pre-qualifying questionn PremierCare.							e for Pacific
I will deliver the Outline of Coverage, The Health (HIPAA), Life Insurance Buyers G States Armed Forces.							
SIGN HERE X							
Producer's Signature					Da	te (mm/dd/yyyy)	



Send this TeleApp Ticket and All forms to:

Merrill Lynch Life Agency
4800 Deer Lake Drive East • Building 1, 3<sup>nd</sup> Floor
Attention: Central Agency • Jacksonville, FL 32246
Fax: (980) 233-7268

#### PACIFIC PREMIERCARE TICKET FOR MERRILL LYNCH

1. Proposed Insured Information						
First Name MI Last Nam	пе		Other names	used in last 5 ye	ears S	SSN
Address: Street		ity			State	Zip Code
Gender: ☐ Male ☐ Female ☐ Smoker or ☐ No	on-Smoker	Date of Birth	<u> Di</u>	ace of Birth (Stat	ta/Cauntry	
Married (or in a civil union or domestic partnership)? ☐ Ye	es 🗆 No	Date of Birti	l Pi	ace of birth (Sta	te/Couritry	)
Policyowner's Merrill Lynch Account #		Relationshi	p To Proposed	Insured		
Proposed Policyowner (must match KDI): \$			}		\$	
Annual Hous	sehold Incom	ie	Net Worth		Liquid N	et Worth
If Trust, Name of Trust	Trustees	Name			Da	ate of Trust
2. EXISTING INSURANCE AND REPLACEMENT		•	existing Life and	Annuity Policies e	even if not b	eing replaced.)
Life Insurance*: ☐ Yes ☐ No Total Death Benefit Am			Replacement: 🗆	] Yes ☐ No 1	035 Excha	ange:   Yes   No
Annuity*: ☐ Yes ☐ No Total Cash Valu			Replacement: 🗆			
Long Term Care/Health: ☐ Yes ☐ No Total Monthly A			•			
Source of Premium  Income  Savings/Checking			•		:	
*If replacing a variable life or annuity contract, I certify that	I have the ap	propriate var	iable state licen	ises.		
3. INTERVIEW CONTACT INFORMATION (This info	ormation is c	ritical to comp	lete the underw	riting process.)		
Primary Number	Ext		Alternate N	Number		
CONTRACT & REPLACEMENT INFORMATION – Require illustration(s) and Merrill Lynch Replacement Disclosure Fow will be taking funds from another life insurance or annuity possible.	rm (RDF). Ti	ne RDF needs	s to be complete	ed if client is rep	Ticket alon lacing AN\	g with inforce ⁄ kind of coverage or
4. POLICY INFORMATION The Policyowner w	ill sign the A	pplication for	Pacific Premier	Care in the state	of	
Single Premium Amount \$ Initial Death	Proceeds \$_		Initial M	onthly Maximum	Benefit \$	
Long-Term Care (LTC) Benefit Duration: ☐ 2 Years	☐ 3 Years	☐ 4 Years	☐ 5 Years	☐ 6 Years	☐ 7 Year	ars 🗌 8 Years
Inflation Benefit Option: ☐ 3% Simple ☐ 5% Simple	)	☐ 5% Con	npound	☐ Reject All I	Inflation Be	enefit Options
Policyowner Name (If other than Proposed Insured)	Date of Bir	th SSN/T	N	Resident State	e-mail a	ddress
Primary Beneficiary Name	Relationsh	p To Propose	ed Insured	SSN/TIN		Date of Trust
5. FINANCIAL ADVISOR INFORMATION (Corresp	ondence wil	l be sent to a	ddress below in	cluding client's p	oolicy for de	elivery.)
` '						
First Name	Last Name			SSN/TIN		SAID CODE
Daytime Phone Ext	Fax		Email a	ddress		
Street	City				State	Zip
US Trust Agent			S Trust Agent N	lumber		
US Trust Referral Client Consent Form must be include	d if referral o				☐ Check h	nere.
G. SIGNATURE  ☐ I have personally met with and verified the identity of the F ☐ I reviewed the pre-qualifying questionnaire with the Propos ☐ I will deliver the Outline of Coverage, Things You Should Health (HIPAA), Life Insurance Buyers Guide, A LTC Sho States Armed Forces.  X Producer's Signature	Proposed Insued ar Ed Insured ar Know Before	ured by review nd confirmed th You Buy Long	ing valid forms one Proposed Insu- Term Care Insu	of identification. Tured is a good car Turance, Disclosure	ndidate for I e Notice, Pi uty Member	Pacific PremierCare.

For Producer/Broker Use Only - Not to be used with the public.



#### PACIFIC LIFE INSURANCE COMPANY

Life Insurance Operations Center P.O. Box 2030 • Omaha, NE 68103-2030 (800) 347-7787 • Fax (866) 964-4860 www.PacificLife.com



#### REPLACEMENT NOTICE

if a replacement is

occurring

#### IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant. You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

<ol> <li>Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, terminating your existing policy or contract? ☐ YES ☐ NO</li> </ol>	
2. Are you considering using funds from your existing policies to pay premiums due on the new policy?   □ YES	□ NO
If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating r	placing
(include the name of the insurer, the insured or annuitant, and the policy or contract number if available) and whet	ier each
policy or contract will be replaced or used as a source of financing. (Use an additional sheet if necessary.)	

EXISTING POLICY/	POLICY 1					
CONTRACT INFORMATION	Insurer's Name (print)				Policy/Contract Number	Check One ☐ Replaced ☐ Financing
	Insured/Annuitant's Name: First	MI	Last	(print)		
	POLICY 2					
	Insurer's Name (print)				Policy/Contract Number	Check One ☐ Replaced ☐ Financing
	Insured/Annuitant's Name: First	MI	Last	(print)		
	POLICY 3					
	Insurer's Name (print)				Policy/Contract Number	Check One ☐ Replaced ☐ Financing
	Insured/Annuitant's Name: First	MI	Last	(print)		

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.



#### REPLACEMENT NOTICE



I do not want this notice read aloud to me \_\_\_\_. (Applicants must initial only if they do not want the notice read aloud.)

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

#### PREMIUMS:

Are they affordable?

Could they change?

You're older--are premiums higher for the proposed new policy?

How long will you have to pay premiums on the new policy? On the old policy?

#### **POLICY VALUES:**

New policies usually take longer to build cash values and to pay dividends.

Acquisition costs for the old policy may have been paid, you will incur costs for the new one.

What surrender charges do the policies have?

What expense and sales charges will you pay on the new policy?

Does the new policy provide more insurance coverage?

#### **INSURABILITY:**

If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.

You may need a medical exam for a new policy.

Claims on most new policies for up to the first two years can be denied based on inaccurate statements.

Suicide limitations may begin anew on the new coverage.

#### IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:

How are premiums for both policies being paid?

How will the premiums on your existing policy be affected?

Will a loan be deducted from death benefits?

What values from the old policy are being used to pay premiums?

#### IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

Will you pay surrender charges on your old contract?

What are the interest rate guarantees for the new contract?

Have you compared the contract charges or other policy expenses?

#### OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

What are the tax consequences of buying the new policy?

Is this a tax-free exchange? (See your tax advisor.)

Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?

Will the existing insurer be willing to modify the old policy?

How does the quality and financial stability of the new company compare with your existing company?

I certify that the responses herein are, to the best of my knowledge, accurate:

APPLICANT'S INFORMATION	Name: First	MI	Last	(print)		
	Signature				Date	
PRODUCER'S INFORMATION	Name: First	MI	Last	(print)	,	
	Replacing Producer's Signa	ature			Date	

PRODUCER: PROVIDE A PHOTOCOPY OF THIS SIGNED FORM TO ALL SIGNING PARTIES.



[Life Insurance Division P.O. Box 2030 • Omaha, NE 68103-2030 (800) 347-7787 • Fax (866) 398-0467 www.PacificLife.com]

## STATEMENT OF NUMERICAL INFORMATION, TERMINAL ILLNESS BENEFIT PAYMENT NOTICE

Servicing Producer: [Phone Number]

[Policyowner Name] [Policyowner Address] [Policyowner Address] [Policyowner Address] [Servicing Producer Name] [Servicing Producer Address] [Servicing Producer Address] [Servicing Producer Address]

Insured Name: John Doe Policy Number: LTC6999990

This is a statement of your actual policy values. Please keep this information with your policy.

Disclosure – Accelerated death benefits may affect eligibility for, or amounts of, other benefits provided by federal state or local government. The federal, state or local tax consequences resulting from payment of accelerated death benefits will depend on your specific facts and circumstances. Consult your tax advisor.

Terminal Illness Benefit calculations are based on your policy values as of: <u>January 31, 2018</u>. Any other changes to your policy on or after this date could affect these values and are not reflected here.

You requested an acceleration of 25 % of your eligible coverage amount.

The Reduction Factor used to discount your requested amount is **96.15385**%.

The Reduction Factor varies based on the Insured's Age, Gender and Risk Class, as well as the Policy Values, Interest Rate and a Mortality Table for Disabled Lives declared by us.

This results in Terminal Illness Benefit Proceeds of \$ 5,234.62

Administrative Charge (if any) of [\$150]

Your policy values before and after acceleration are shown below:

	Befo	re Acceleration	After Acceleration		
Face Amount	\$	25,000.00	\$	18,750.00	
Death Benefit	\$	31,410.54	\$	23,557.91	
Planned Premium	\$	0.00	\$	0.00	
Accumulated Value	\$	6,885.09	\$	5,163.82	
Surrender Charge	\$	378.50	\$	378.50	
Policy Return of Premim (ROP)	\$	11,713.75	\$	5,463.75	
Policy Debt*	\$	2,500.00	\$	1,875.00	
Net Cash Surrender Value	\$	9,213.75	\$	3,588.75	
Current Cost of Insurance Charge	\$	2.47	\$	1.85	
New Guideline Single Premium After Decrease	\$	NA	\$	NA	
Sum of Guideline Level Premium After Decrease	\$	NA	\$	NA	

<sup>\*</sup> Differences in your Policy Debt reflect repayment out of the Terminal Illness Benefit Proceeds.

N12TIN1 XX/2012



[Life Insurance Division P.O. Box 2030 • Omaha, NE 68103-2030 (800) 347-7787 • Fax (866) 398-0467 www.PacificLife.com]

## STATEMENT OF NUMERICAL INFORMATION, TERMINAL ILLNESS BENEFIT PAYMENT QUOTE

Servicing Producer: [Phone Number]

[Policyowner Name][Servicing Producer Name][Policyowner Address][Servicing Producer Address][Policyowner Address][Servicing Producer Address][Policyowner Address][Servicing Producer Address]

Insured Name: John Doe Policy Number: LTC6999990

As requested, this is an estimate of your policy values, which demonstrates the effect exercising the Terminal Illness Benefit may have on your policy.

Disclosure – Accelerated death benefits may affect eligibility for, or amounts of, other benefits provided by federal state or local government. The federal, state or local tax consequences resulting from payment of accelerated death benefits will depend on your specific facts and circumstances. Consult your tax advisor.

Terminal Illness Benefit calculations are based on your policy values as of: January 31, 2012	Any other changes to
your policy on or after this date could affect these values and are not reflected here.	

You requested an acceleration of <u>25</u> % of your eligible coverage amount.

The Reduction Factor used to discount your requested amount is <a href="mailto:96.15385">96.15385</a> %.

The Reduction Factor varies based on the Insured's Age, Gender and Risk Class, as well as the Policy Values, Interest Rate and a Mortality Table for Disabled Lives declared by us.

This results in Terminal Illness Benefit Proceeds of \$ 5,234.62

Administrative Charge (if any) of [\$150]

Your policy values before and after acceleration are shown below:

	Befor	e Acceleration	After Acceleration		
Face Amount	\$	25,000.00	\$	18,750.00	
Death Benefit	\$	31,410.54	\$	23,557.91	
Planned Premium	\$	0.00	\$	0.00	
Accumulated Value	\$	6,885.09	\$	5,163.82	
Surrender Charge	\$	378.50	\$	378.50	
Policy Return of Premim (ROP)	\$	11,713.75	\$	5,463.75	
Policy Debt*	\$	2,500.00	\$	1,875.00	
Net Cash Surrender Value	\$	9,213.75	\$	3,588.75	
Current Cost of Insurance Charge	\$	2.47	\$	1.85	

<sup>\*</sup>Differences in your Policy Debt reflect repayment out of the Terminal Illness Benefit Proceeds.

N12TIQ1 xx/2012

#### **PACIFIC LIFE INSURANCE COMPANY**

[Life Insurance Division P.O. Box 2030 • Omaha, NE 68103-2030 (800) 347-7787 • Fax (866) 964-4860 www.PacificLife.com]



## LONG-TERM CARE INSURANCE PERSONAL WORKSHEET

Proposed Insured's Name: First	MI Last	Date of Birth (mm/dd/yyyy)					
care. Some buy insurance to make sure	or many reasons. Some do not want to use their ow they can choose the type of care they get. Others icaid. But long-term care insurance may be expens	don't want their family to have to					
By state law, the insurance company must fill out part of the information on this worksheet and <b>ask</b> you to fill out the rest to help you and the company decide if you should buy this policy. All references to "you" on this form apply to the policyowner(s). (Complete one form per policyowner.)							
PREMIUM INFORMATION							
Policy and Rider Form Numbers: [P12PPC – Flexible Premium Adjustable Life Insurance Policy R12ABR – Accelerated Benefit Rider R12EBR – Extended Benefit Rider]							
The premium for the coverage you are	considering will be a one-time single premium of \$_						
Type of Policy: Non-Cancellable							
THE COMPANY'S RIGHT TO INC. The company cannot raise your rates of							
RATE INCREASE HISTORY							
The company has sold long-term care i raised its rates for any long-term care p	nsurance since 2012 and this policy form since [20 olicy it has sold.	13]. The company has never					
Source of Premium							
How will you pay for this policy? (Ch ☐ From Income	eck all that apply)  ☐ From Savings and/or Investments	☐ Family will Pay					
QUESTIONS RELATED TO YOUR What is your annual household income							
Under \$10,000	\$20,000 - \$49,999	□ \$100,000 - \$149,999]					
[ \$10,000 - \$19,999	□ \$50,000 - \$99,999	☐ \$150,000 and over]					
How do you expect your household i  ☐ No Change	ncome to change over the next 10 years?  ☐ Increase	☐ Decrease					
If you will be paying premiums with money received only from your income, a rule of thumb is that you may not be able to afford this policy if the premiums will be more than 7% of your income.							

QUESTIONS RELATED TO YOUR INCOME (Cont	inued)
Will you buy inflation protection? (Check one) □	Yes
	difference between future costs and your monthly benefit From Savings and/or Investments ☐ Family will Pay
The national average annual cost of nursing home care in In ten years the national average annual cost would be a National Long-Term Care Clearinghouse, 2010.)]	n [2010] was [\$74,825], but this figure varies across the country. bout [\$121,882] if costs increase 5% annually. [(Source:
above, this means approximately [\$18,450] in nursing ho	
How are you planning to pay for your care during the  ☐ From Income ☐ From Savings and/o	
QUESTIONS RELATED TO YOUR SAVINGS AND	DINVESTMENTS
	, about how much are all of your assets (your savings and
investments) worth?  [□ Under \$20,000] □ \$30,000 - \$49,999	☐ \$100,000 - \$249,999 ☐ \$500,000 and over]
[ \$20,000 - \$29,999	□ \$250,000 - \$499,999
How do you expect your assets to change over the new Stay about the same	•
•	our assets are less than \$30,000, you may wish to consider other
options for financing your long-term care.	
DISCLOSURE STATEMENTS & SIGNATURES	
Check one: ☐ The answers to the questions above do or ☐ I choose not to complete this information	•
	ow) has reviewed this form with me including the premium, um increases in the future. I understand the above disclosures.
SIGN	Date (mm/dd/yyyy)
Y Policyowner's Signature	
Policyowner's Name: First MI Last	(print)
, oneyenner e realiser mot	(6)
Producer Statement	
☐ I explained to the policyowner the importance of comp	pleting this information.
	Date (mm/dd/yyyy)
X Draduase's Signature	
Producer's Signature Producer's Name: First MI Last	(print)
Troducer 3 Harrie. First	(print)
Sign below only if your producer has advised you that	at this policy may not be suitable for you.
	em to be suitable for me. However, I still want the company to
_	Date (mm/dd/yyyy)
X R. Lincoln and Characterist	
Policyowner's Signature The company may contact you to verify your answers.	

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#### PACIFIC LIFE INSURANCE COMPANY

Life Insurance Operations Center P.O. Box 2030 • Omaha, NE 68103-2030 (800) 347-7787 • Fax (866) 964-4860 www.PacificLife.com



#### AUTHORIZATION TO RELEASE INFORMATION

For Individual Life Insurance with Long-Term Care (LTC) Benefits.

Proposed Insured's Name: First	MI	Last				Date of Birth (mm/d	d/yyyy)
Additional Authorized Recipient's Name: First	MI	Last	(if applicable)	Additional Authorized Recipient's Name	: Fir	st MI Last (if a	oplicable)
<ol> <li>I authorize any physician, heal</li> </ol>	th ca	are pro	ofessional, m	edical practitioner, other health ca	are p	rovider, hospita	I, clinic,
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		-			-	a 11 1	

- 1. I authorize any physician, health care professional, medical practitioner, other health care provider, hospital, clinic, laboratory, pharmacy, medical facility, pharmacy benefit manager, information database manager, other medical or medically related facility, insurance company, health plan, MIB, Inc., consumer reporting agency, state motor vehicle agency, or employer to release to **Pacific Life Insurance Company (PLIC)** its subsidiaries, reinsurers, employees and representatives, any protected health information ("PHI") they may have in their possession or under their control as to the diagnosis, treatment, prognosis of any physical or mental condition (excluding psychotherapy notes), human immunodeficiency virus (HIV) infection, sexually transmitted diseases, treatment of mental illness, and the use of tobacco. Although Federal Regulation protects information related to drug or alcohol abuse from disclosure, I give permission to collect this information. I understand that the reason for releasing such PHI under this paragraph 1 is to determine eligibility for the purchase and administration of a life insurance/long term care policy ("Policy") and that such information will not be released to any person or organization except a reinsurer, MIB, Inc., and other persons or organizations performing business or legal services on behalf of PLIC in connection with my application, or as may be otherwise required by law, authorized under paragraph 2 below, or as I may further authorize.
- 2. I also authorize PLIC and its subsidiaries, reinsurers, employees and representatives, to release to the policyowner(s) of the Policy or the assignee or duly authorized attorney-in-fact of the policyowner(s), the producer of record of the Policy, and to the additional authorized recipient I have indicated above, if any, any and all PHI relating to the Policy ("Policy Information") including but not limited to the Policy's values, any withdrawals taken against the Policy, payments for long-term care services, and information required by law to be provided to the policyowner(s). I understand that the reason for releasing Policy Information under this paragraph 2 is to facilitate the administration of the Policy or as is required by law.
- 3. I understand that I may revoke this authorization at any time by sending a written revocation request to Pacific Life Insurance Company at: P. O. Box 2030, Omaha, NE 68103-2030. Such a revocation will not affect (a) any action taken or information released prior to the revocation, (b) any legal right PLIC has to contest the Policy, or to contest a claim under the Policy, (c) any information necessary to service and administer the Policy, or (d) Policy Information that PLIC is required by law to provide to the policyowner(s). I understand that if I revoke or refuse to sign this authorization, PLIC may not be able to process my application.
- 4. I understand that PLIC may not condition treatment, payment, or eligibility for benefits on whether I sign this authorization, but PLIC may require that I sign this authorization in the event that I am not both the policyowner and the insured. This authorization is not affected or limited by any prior agreements I may have made with any of the above persons or entities to restrict the release of such information, and I instruct them to release and disclose all such information without restriction. This authorization shall remain in force for as long as the Policy is in force, and a copy of this authorization is as valid as the original. I understand that once any such health-related information is released pursuant to this authorization, that information may be redisclosed and will no longer be covered or protected by the HIPAA rules governing privacy and confidentiality of health information.

gereining printed and a community or mount			
Signatures			
I acknowledge that I have received a copy of	this authorization.		
Signed and Dated by the Insured in:			
	City	State	Date (mm/dd/yyyy)
SIGN X			
Proposed Insured's Signature		<del>_</del>	



#### PACIFIC LIFE INSURANCE COMPANY

Life Insurance Division
P.O. Box 2030 • Omaha, NE 68103-2030
(800) 347-7787 • Fax (866) 964-4860
www.PacificLife.com



#### AUTHORIZATION TO OBTAIN INFORMATION

This authorization complies with HIPAA Privacy Rules.

Proposed Insured						
Proposed Insured's Name: First	MI	Last		Date of Birth (mm/dd/yyyy)		
Proposed Additional Insured's Name: First	MI	Last	(if applicable)	Date of Birth (mm/dd/yyyy)		

I authorize any physician, health care professional, medical practitioner, other health care provider, hospital, clinic, laboratory, pharmacy, medical facility, pharmacy benefit manager, information database manager, other medical or medically related facility, insurance company, health plan, MIB, Inc., consumer reporting agency, state motor vehicle agency, or employer to release to **Pacific Life Insurance Company (PLIC)** its subsidiaries, reinsurers, employees and representatives, any protected health information (PHI) they may have in their possession or under their control as to the diagnosis, treatment, prognosis of any physical or mental condition, human immunodeficiency virus (HIV) infection, sexually transmitted diseases, treatment of mental illness, and the use of tobacco; and any non-medical information, including finances, avocations, occupation, foreign travel, and driving record for me and any minor children who are to be insured. Although Federal Regulation protects information related to drug or alcohol abuse from disclosure, I give permission to collect this information. I authorize PLIC, or its reinsurers, to make a brief report of my PHI to MIB, Inc. This authorization is not affected or limited by any prior agreements I may have made with any of the above persons or entities to restrict the release of such information, and I instruct them to release and disclose all such information without restriction.

I understand that the reason for releasing such information under this authorization is to determine eligibility for insurance, and that such information will not be released to any person or organization except: a reinsurer, MIB, Inc., business associates, or other persons or organizations performing business or legal services in connection with my application; or as may be otherwise required by law, or as I may further authorize. I understand that I may revoke this authorization at any time by sending a written revocation request to Pacific Life Insurance Company at: P. O. Box 2030, Omaha, NE 68103-2030. Such a revocation will not affect any action taken or information released prior to the revocation, and will not affect any legal right PLIC has to contest an insurance policy/certificate, or to contest a claim under an insurance policy/certificate. I understand that if I revoke or refuse to sign this authorization, PLIC may not be able to process my application, and may not be able to make any benefit payments due under any existing policy, certificate, or other binding agreement.

This authorization shall remain in force for 24 months after the date of my signature below, and a copy of this authorization is as valid as the original. I understand that once any such health-related information is released pursuant to this authorization, that information may be redisclosed and will no longer be covered or protected by the HIPAA rules governing privacy and confidentiality of health information, but such information may be covered or protected from such redisclosure under other federal or state privacy laws.

osure notice and a copy of this a	authorization.	
City	State	Date (mm/dd/yyyy)
rdian if a minor)		
parent/guardian if a minor)		
		rdian if a minor)

### LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health & accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

#### **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division 1023 West Capitol
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

#### **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state:
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a
  fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar
  plan in which the policy or contract owner is subject to future assessments, or by an insurance
  exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner
  has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable
  life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing
  materials or side letters, riders, or other documents which do not meet filing requirements, or claims
  for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

#### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

#### IMPORTANT NOTICE

In the event you need to contact someone about this policy for any reason, please contact the Producer/Representative who delivered the policy to you.
PRODUCER/REPRESENTATIVE'S NAME:
PRODUCER/REPRESENTATIVE'S ADDRESS:
PRODUCER/REPRESENTATIVE'S TELEPHONE NUMBER:

If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

PACIFIC LIFE CUSTOMER SERVICE 45 ENTERPRISE ALISO VIEJO, CA 92656 (800) 800-7681

If you have been unable to contact or obtain satisfaction from the company or the Producer/Representative who delivered the policy to you, you may contact the Arkansas Bureau of Insurance at:

ARKANSAS INSURANCE DEPARTMENT CONSUMER SERVICES DIVISION 1200 W. THIRD STREET LITTLE ROCK, AR 72201-1904 (501) 371-2640 (800) 852-5494

# PACIFIC LIFE INSURANCE COMPANY 45 Enterprise Drive • Aliso Viejo • CA • 92656

# STATE OF ARKANSAS CERTIFICATION OF COMPLIANCE

RE:		P12PPC	A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-A-
	at to the best of my comply with Regula	_	belief, the above forms and
Signed for the Co	mpany at Aliso Viej	jo, California on	December 14, 2012
Rom	DUL		
SIG	GNATURE		
Pierre Delisle, F	SA, MAAA		
	NAME	<del></del>	
Assistant Vice P	resident		
	TITLE	·	